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No. 12]

NEW DELHI, SATURDAY, MARCH 19, 1983/PHALGUNA 28, 1904

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके

Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए तात्विधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

गृह मंत्रालय

(कार्मिक और प्रशासनिक सुधार विभाग)

नई दिल्ली, 2 मार्च, 1983

उन्ही संव्यवहारों के अनुक्रम में किया गया कोई अन्य अपराध ।

[संख्या 228/8/82-ए. वी. डी.-2]

एच. के. वर्मा, अवर सचिव

MINISTRY OF HOME AFFAIRS

(Department of Personnel and Administrative Reforms)

New Delhi, the 2nd March, 1983

का. आ. 1540.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित अपराधों को, ऐसे अपराध घोषित करती है, जिनका अन्वेषण दिल्ली विशेष पुलिस स्थापन द्वारा किया जाएगा, अर्थात् —

(क) भारतीय दण्ड संहिता, 1860 (1860 का 45) की धारा 295 के अधीन दण्डनीय अपराध, और

(ख) ऊपर वर्णित अपराधों में से एक या एक से अधिक अपराधों के संबंध में या उनसे संबंधित प्रयत्न, दृष्टरेखा और षडयन्त्र और इन्हीं तथ्यों से उद्भूत

S.O. 1540.—In exercise of the powers conferred by section 3 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government hereby specifies the following offences as the offences which are to be investigated by the Delhi Special Police Establishment, namely —

(a) Offences punishable under section 295 of the Indian Penal Code, 1860, (45 of 1860), and

(b) Attempts, abetments and conspiracies in relation to, or in connection with, one or more of the offences mentioned above, and any other offence committed in the course of the same transactions arising out of the same facts.

[No. 228/8/82-AVD-II]
H. K. VERMA, Under Secy.

अवधि

नई दिल्ली, 8 मार्च, 1983

फा.आ. 1541.—दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उत्तर प्रदेश सरकार की सहमति से, भारतीय दण्ड संहिता, 1860 (1860 का 45) की धारा 436, 457, 380 और 295 के अधीन दण्डनीय अपराधों के और उक्त अपराधों के संबंध में या उनसे संबंधित प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों के तथा 28/29 मई, 1982 की रात्रि में उत्तर प्रदेश के जिला नैनीताल के पुलिस थाना काशीपुर के अन्तर्गत आने वाले ग्राम पैगा के गुरुद्वारे के "गुरु ग्रंथ साहब" और अन्य वस्तुओं की चोरी और जलाए जाने के संबंध में, जो उत्तर प्रदेश के जिला नैनीताल के पुलिस थाना काशीपुर में 29 मई, 1982 को रजिस्ट्रीकृत है, वैसे ही संव्यवहारों के अनुक्रम में किए गए किसी अन्य अपराध के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तारण सम्पूर्ण उत्तर प्रदेश राज्य पर करती है।

[संख्या 228/8/82-ए.वी.डी.-2]

एम. एल. आनन्द, अबर सचिव

ORDER

New Delhi, the 8th March, 1983

S.O. 1541.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the Government of Uttar Pradesh hereby extends the powers and jurisdiction of the Members of the Delhi Special Police Establishment to the whole of State of Uttar Pradesh for the investigation of offences punishable under sections 436, 457, 380 and 295 of the Indian Penal Code, 1860 (45 of 1860) and attempts, abettments and conspiracies in relation to or in connection with the said offences and any other offence committed in the course of the same transaction in regard to theft and burning of 'Guru Granth Sahab' and other articles of Gurdwara of village Paiga, Police Station Kashipur District Nainital, Uttar Pradesh in the night of 28/29th May, 1982, registered on 29th May 1982, at Police Station Kashipur, District Nainital Uttar Pradesh.

[No. 228/8/82-AVD-II]
M. L. ANAND, Under Secyविज्ञान संस्थान
(राजस्व विभाग)

नई दिल्ली, 10 अगस्त, 1982

आय-कर

फा.आ. 1542.—सर्वसाधारण की जानकारी के लिए अधिसूचित किया जाता है कि, सचिव विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित वैज्ञानिक अनुसंधान कार्यक्रम को आय-कर अधिनियम, 1961 की धारा 35 की उपधारा (2क) के प्रयोजनों के लिए नीचे विनिर्दिष्ट अवधि के लिए अनुमोदित किया है अर्थात्—

- | | |
|--------------------------------|----------------------------------|
| 1. वैज्ञानिक अनुसंधान परियोजना | रबड़ श्रेणी अवशोषण का नाम |
| 2. प्रायोजक का नाम | मै. हिन्दुस्तान लीवर लि., मम्बई। |

- | | |
|----------------------|--|
| 1. परियोजना का स्थान | इंडियन रबबर मैनुफैक्चरिंग, रिमार्स एसोसिएशन, थाणे। |
| 1. प्रारम्भ की तारीख | 2 अगस्त, 1982 |
| 5. समाप्ति की तारीख | 1 अगस्त, 1984 |
| 6. प्रायोजक का नाम | 1.1 लाख रुपए (केवल एक लाख बार हजार रुपए) |

2 इंडियन रबबर मैनुफैक्चरिंग रिमार्स एसोसिएशन, थाणे, आय-कर अधिनियम, 1961 की धारा 35(1)(ii) के अधीन, विज्ञान मंत्रालय वा. अधिसूचना सं. 32 (फा.सं. 10/30/63-आ.क.ए.ए.-2) 18-6-1963 द्वारा अनुमोदित है।

[सं. 4860/फा.सं. 203/93/82-आ.क.ए.ए.-2]

MINISTRY OF FINANCE
(Department of Revenue)

New Delhi, the 10th August, 1982

INCOME TAX

S.O. 1542.—It is hereby notified for general information that the following scientific research programme has been approved for the period specified below for the purposes of sub-section (2A) of Section 35 of the Income-tax Act, 1961 by the Secretary, Department of Science & Technology, New Delhi.—

- | | |
|---|---|
| 1. Name of the Scientific Research Project. | Development of Rubber Grade Precipitated Silica. |
| 2. Sponsored by | M/s Hindustan Lever Ltd., Bombay. |
| 3. Sponsored at | Indian Rubber Manufacturer's Research Association, Thane. |
| 4. Date of Commencement | 2nd August, 1982 |
| 5. Date of the Completion | 1st August, 1984. |
| 6. Estimated outlay | Rs. 1.4 lakhs (Rupees one lakh and four thousand only). |

2. Indian Rubber Manufacturer's Research Association, Thane approved under section 35(1)(ii) of the I.T. Act, 1922 vide Ministry of Finance, Notification No. 32 (F. No. 10/30/63-II A II) dated 18-6-1963.

[No. 4860/F. No. 203/93/82-ITA. II]

नई दिल्ली, 5 नवम्बर, 1982

आय-कर

फा. आ. 1543.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्रीय प्रत्यक्ष कर बोर्ड ने नीचे वर्णित संस्था को तकनीकी परामर्श इंजीनियरी परामर्श और प्रबन्ध परामर्श के अधीन आने वाले तीन क्षेत्रों में, आय-कर अधिनियम, 1961 की धारा 35-घ की उप-धारा (2) के खण्ड (क) के प्रयोजनार्थ अनुमोदित कर दिया है।

संस्था

घंरजी ईस्टर्न लिमिटेड, मम्बई।

यह अनुमोदन 20-10-1980 से प्रभावी है और तीन वर्ष की अवधि के लिए विधिवान्य है।

[सं. 4961/फा. सं. 203/281/80-आ. क. ए.-2]

New Delhi, the 5th November, 1982

S.O. 1543.—It is hereby notified for general information that the institution mentioned below has been approved by the Central Board of Direct Taxes for the purpose of clause (a) of sub-section (2) of Section 35-D of the Income-tax Act, 1961 in the three areas covering Technical Consultancy, Engineering Consultancy and Management Consultancy.

INSTITUTION

Gherzi Eastern Limited, Bombay.

This approval takes effect from 20-10-1980 and is valid for a period of three years.

[No. 4961/F. No. 203/281/80-ITA II]

नई दिल्ली, 21 नवम्बर, 1982

आय-कर

कां०अ० 1544—सर्वसाधारण की जानकारी के लिए अधिसूचित किया जाता है कि निदेशक, विज्ञान और प्रौद्योगिकी विभाग, नई दिल्ली ने निम्नलिखित वैज्ञानिक अनुसंधान कार्यक्रम को आय-कर अधिनियम 1961 की धारा 35 की उपधारा (2क) के प्रयोजनों के लिए नीचे विनिर्दिष्ट अवधि के लिए अनुमोदित किया है, अर्थात् —

- | | |
|--------------------------------------|---|
| 1 वैज्ञानिक अनुसंधान परियोजना का नाम | रंगम का शीघ्र अभिज्ञान-जैविक अवृद्ध बनने का अध्ययन आदि। |
| 2 प्रायोजक का नाम | 1 हाउस आफ डाटाज, 2 वाटर्ली-वांग एंड कं., 3 सीमन्स, 4 मफत लाल एंड कम्पनी, 5 खटाऊ, 6 ऐमोसिएटिड फ़िल्म इन्स्टीट्यूट, (प्रा०) लि०, 7 ऐशियन केबल्स कार्पोरेशन लि०। |
| 3 परियोजना का नाम | टाटा मेमोरियल सेंटर, मुम्बई। |
| 4 प्रारम्भ की तारीख | 23-10-1982 |
| 5 समाप्ति की तारीख | 31-12-1987 |
| 6. प्राक्कणित लागत | 3.40 करोड़ रु० (केवल तीन करोड़ चासीस लाख रुपए) |

2 टाटा मेमोरियल सेंटर, मुम्बई आय-कर अधिनियम, 1961 की धारा 35 (i) (ii) के अधीन, वित्त मंत्रालय की अधिसूचना सं० 4139 फा० सं० 203/120/81-आ०का०प० II तारीख 28-7-1981 द्वारा अनुमोदित है।

3 यह अनुमोदन केवल 6-2-1983 तक विधिवान्वय है।

[सं० 5037/फा० सं० 203/166/82 आ०का०प०-II]

एम०जी०सी० गोयल, अवर सचिव

New Delhi, the 21st December, 1982

INCOME TAX

S.O. 1544.—It is hereby notified for general information that the following Scientific Research Programme has been approved for the period specified below for the purposes of sub-section (2A) of Section 35 of the Income-tax Act, 1961 by the Director, Department of Science & Technology, New Delhi:-

- | | |
|--|--|
| 1. Name of the Scientific Research Project | Early Detection of Cancer-Biological Tumour Marker Studies etc., |
|--|--|

2. Name of the Sponsored by

1. House of Tatas,
2. Batliboi & Co.,
3. Siemens,
4. Mafatlal & Co.,
5. Khatau,
6. Associated Film Inds. (P) Ltd.,
7. Asian Cables Corporation Ltd.,

3. Name of the Sponsored at : Tata Memorial Centre, Bombay

4. Date of Commencement : 23-10-1982

5. Date of the completion : 31-12-1987

6. Estimated Cost : Rs. 3.40 crores (Rupees Three crores and forty lakhs only)

2. Tata Memorial Centre, Bombay is approved under section 35(i) (ii) of the Income-tax Act, 1961 vide Ministry of Finance, Notification No. 4139 (F. No. 203/120/81-ITA. II: dated 28-7-1981).

3. This approval is valid upto 6-2-1983 only.

[No. 5037/F. No. 203/166/82-ITA-II]
M.G.C. GOYAL, Under Secy.

नई दिल्ली, 2 मार्च, 1983

आय-कर

फा. आ. 1545 :—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उप-खण्ड (3) के अन्वय में और भारत सरकार के राजस्व विभाग की दिनांक 31-12-82 की अधिसूचना सं. 5045 (फा. सं. 398/38/82-आ.क.ब.) का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा श्री ओ. पी. आहुजा को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी है, उक्त अधिनियम के अंतर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2 यह अधिसूचना, श्री ओ. पी. आहुजा द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं. 5114/फा. सं. 398/7/83-आ. क. (ब.)]

एन. के. शुक्ल, अवर सचिव

New Delhi, the 2nd March, 1983

INCOME-TAX

S.O. 1545.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 5045 (F. No. 398/38/82-IT(B) dated 31-12-1982, the Central Government hereby authorises Shri O. P. Ahuja, being a gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri O. P. Ahuja takes over charge as Tax Recovery Officer

[No. 5114/F. No. 398/7/83-IT(B)]
N. K. SHUKLA, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 2 मार्च, 1983

आय-कर

का.आ. 1546.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस संबंध में केन्द्रीय प्रत्यक्ष कर बोर्ड को अधिकार देने वाली अन्य सभी शक्तियों का प्रयोग करते हुए और दिनांक 6-10-82 को अपनी अधिसूचना सं. 4939 (फा. सं. 261/31/82-आ.क.न्या.) में आंशिक संशोधन करते हुए, केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा निवेश देता है कि उक्त अधिसूचना में अनुसूची के स्तम्भ (3) के अंतर्गत रेंज-2, मेरठ के सामने मर सं. 19 'शामली परिमण्डल, शामली' को निकाल दिया जाएगा तथा उसे अपील्य सहायक आयुक्त, रेंज-1, मेरठ के क्षेत्राधिकार में अनुसूची के स्तम्भ (3) के अंतर्गत मद सं. 16 के रूप में जोड़ दिया जाएगा।

यह अधिसूचना 20-1-83 से लागू होगी।

[सं. 5116/261/2/83-आ. क. न्या.]

के. एम. सुलतान, उवर सचिव

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 2nd March, 1983

INCOME-TAX

S.O. 1546.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income tax Act, 1961 (43 of 1961) and all other powers enabling it in that behalf and in partial modification of its notification No. 4939 (F.No. 261/31/82-IIB) dated 6-10-82, the Central Board of Direct Taxes hereby directs that in the said notification under column (3) of the schedule, against Range-II, Meerut, item No. XIX 'Shamli Circle, Shamli' shall be deleted and the same shall be added to the jurisdiction of AAC, Range-I, Meerut as item No. XVI under column (3) in the schedule

This notification shall take effect from 20-1-83.

[No. 5116/261/2/83-ITJ]

K. M. SULTAN, Under Secy

नई दिल्ली, 4 मार्च, 1983

आय-कर

का.आ. 1547 —आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का और इस संबंध में केन्द्रीय प्रत्यक्ष कर बोर्ड को अधिकार देने वाली अन्य सभी शक्तियों का प्रयोग करते हुए इस संबंध में पिछली सभी अधिसूचनाओं का अधि-मूचन करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा निदेश देता है कि नीचे दी गई अनुसूची के स्तम्भ (1) में विनिर्दिष्ट रेंजों के अपील्य सहायक आयुक्त आयुक्त उक्त अनुसूची के स्तम्भ (3) की तत्समर्थी प्रविष्टि में विनिर्दिष्ट आयकर पारमण्डल, वार्डों अथवा जिलों में आयकर या अधिकार में निर्धारित सभी व्यक्तियों और आय के संबंध में अपने कार्यों का निर्वहन करेंगे —

अनुसूची

क्रम सं०	रेंज	आयकर परिमण्डल/वार्ड या जिले
1	2	3
1. कटक रेंज कटक।		1 कटक (शहर) परिमण्डल 2 कटक (ग्रामीण), परिमण्डल-- 3 धनकताल, परिमण्डल 4 बारीपाड़ा परिमण्डल 5 बालमार परिमण्डल
2 राऊरकेला रेंज राऊरकेला।		1 राऊरकेला परिमण्डल 2 मन्सूरपुर परिमण्डल 3 बारगढ़ परिमण्डल 4 झारसुगुड़ा परिमण्डल 5 ब्यासर परिमण्डल
3 बरहामपुर रेंज, बरहामपुर।		1 बरहामपुर परिमण्डल 2 भुवनेश्वर परिमण्डल 3 विशेष जांच परिमण्डल 4 बेतन परिमण्डल 5 फूलबनी परिमण्डल 6 यानीपटना परिमण्डल 7 जयपुर परिमण्डल 8 पुरी परिमण्डल 9 बेमंगीर परिमण्डल 10 सम्पदा-शुक्ल परिमण्डल, भुवनेश्वर। 11 जांच परिमण्डल, भुवनेश्वर 12 वेतन परिमण्डल, भुवनेश्वर

यदि कोई आयकर परिमण्डल, वार्ड अथवा जिला अथवा उसका कोई भाग इस अधिसूचना द्वारा एक रेंज में किसी अन्य रेंज में अंतरित कर दिया जाता है, तो उस आयकर परिमण्डल वार्ड अथवा जिले अथवा उसके किसी भाग में किए गए निर्धारणों से उत्पन्न होने वाले और इस अधिसूचना की तारीख से तत्काल-पूर्व रेंज के उस अपील्य सहायक आयुक्त के समक्ष विचारधीन पड़ें अपीलें जिनके अधिकार क्षेत्र से उस आयकर परिमण्डल वार्ड अथवा जिला अथवा उसका कोई भाग अंतरित किया गया हो इस अधिसूचना के लागू होने की तारीख से रेंज के उस अपील्य सहायक आयुक्त का अंतरित की जायेगी और उसके द्वारा निपटायी जायेगी जिनके अधिकार क्षेत्र में उक्त परिमण्डल वार्ड अथवा जिला अथवा उसका कोई भाग अंतरित किया गया हो।

यह अधिसूचना 15-1-1983 से लागू होगी।

[सं. 5124/फा० सं. 261/3/83-आ० क० न्या०]

अजय मिश्र, उवर सचिव

New Delhi, dated 4 March 1983.

INCOME-TAX

S. O. 1547:—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf and in supersession of all previous Notifications in this regard the Central Board of Direct Taxes hereby direct that the Appellate Assistants Commissioners of Income-tax of the Ranges

specified in column 2 of the schedule below shall perform their functions in respect of all persons and income assessed to Income Tax or Super Tax in the Income tax Circles, Wards or Districts specified in the corresponding entry in column 3 thereof:—

SCHEDULE

Sl. Range No.	Income-tax Circles/Ward or District
1. Cuttack Range, Cuttack	1. Cuttack (City) Circle 2. Cuttack (Rural) Circle 3. Dhenkanal Circle 4. Beripada Circle 5. Balasore Circle.
2. Rourkela Range, Rourkela	1. Rourkela Circle 2. Sambalpur Circle 3. Sargarh Circle 4. Jharsuguda Circle 5. Keonjhar Circle.
3. Berhampur Range, Berhampur.	1. Berhampur Circle 2. Bhubaneswar Circle 3. Special Investigation Circle 4. Salary Circle. 5. Phulbani Circle 6. Bhawanipatna Circle 7. Jeypore Circle 8. Puri Circle 9. Bolangir Circle 10. Estate Duty Circle, Bhubaneswar. 11. Investigation Circle, Bhubaneswar. 12. Salary Circle, Bhubaneswar.

Whereas an Income-tax Circle, Ward or District or part thereof stands transferred by this Notification from one Range to another Range, appeals arising out of assessments made in that Income-tax circle, Ward or District or part thereof and pending immediately before the date of this Notification before the Appellate Assistant Commissioner of the Range from whom that Income tax Circle, Ward, or District or part thereof is transferred shall, from the date of this Notification takes effect, be transferred to and dealt with by the Appellate Assistant Commissioner of the Range of whom the said Circle, Ward or District or part thereof is transferred.

This Notification shall take effect from 15-2-1983.

[No. 5124/F. No. 261/3/83-ITJ]
AJAI SINGH, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 26 फरवरी, 1983

कांआ० 1548.—राष्ट्रीयकृत बैंक (प्रवर्ध और प्रकीर्ण उपबंध) स्कीम, 1970 के खंड 3 के उपखंड (छ) के अनुसरण में केन्द्रीय सरकार एनर्-

द्वारा नीचे की सारणी के कालम (2) में उल्लिखित व्यक्तियों को 1 मार्च, 1983 से उनमें से प्रत्येक के सामने उसी सारणी के कालम (3) में उल्लिखित व्यक्तियों के स्थान पर सारणी के कालम (1) में दिये गए राष्ट्रीयकृत बैंकों के निदेशक के रूप में नियुक्त करती है —

सारणी

(1)	(2)	(3)
सेन्ट्रल बैंक आफ इंडिया	श्री सी०वी० नायर मुख्य प्रबन्धक, भारतीय रिजर्व बैंक, बम्बई।	श्री एस०एम० ठाकुर
चैक आफ बड़ौदा	डा० वार्ड०बी० डामले सलाहकार, प्रबंध सेवा विभाग, भारतीय रिजर्व बैंक, बम्बई।	श्री आर० जानकीरमन
यूनाइटेड कमर्शियल बैंक	श्री आर०पी० मतपूटे प्रबन्धक, भारतीय रिजर्व बैंक, कलकत्ता-700001।	श्री सी०वी० नायर
यूनाइटेड बैंक आफ इंडिया	श्री वी०एम० सुन्दर राज सलाहकार, मासिकी विश्लेषण तथा कम्प्यूटर विभाग, भारतीय रिजर्व बैंक, बम्बई।	डा० एम०आर० कोटडावाला
छात्रावादा बैंक	श्री शकुबाल सिंह संयुक्त मुख्य अधिकारी, बैंकिंग परिचालन तथा विकास विभाग, भारतीय रिजर्व बैंक, भारतीय रिजर्व बैंक, संसद मार्ग, नयी दिल्ली।	श्री वी०एम० सुन्दर राज
इंडियन बैंक	श्री आर० जानकीरमन अतिरिक्त मुख्य एकाउंटेंट, सरकारी तथा बैंक लेखा विभाग, भारतीय रिजर्व बैंक, बम्बई।	डा० (कुमारी) एम० न्यायराजन
इंडियन ओवरसीज बैंक	श्री के०एम० हनीफ सलाहकार, आर्थिक विश्लेषण तथा नीति विभाग, भारतीय रिजर्व बैंक, बम्बई।	डा० के०के० मुखर्जी

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 26th February, 1983

S.O. 1548.—In pursuance of sub-clause (g) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints with effect from 1st March, 1983 the persons specified in column (2) of the Table below as Directors of the nationalised banks specified in column (1) thereof in place of the persons specified in the corresponding entry in column (3) of the said Table:

TABLE		
(1)	(2)	(3)
Central Bank of India	Shri C.V. Nair Chief Manager, Reserve Bank of India, Bombay.	Shri S.S. Thakur
Bank of Baroda	Dr. Y.B. Damle, Adviser, Management Service Department, Reserve Bank of India, Bombay.	Shri R. Janakiraman,
United Commercial Bank	Shri R.P. Satpute Manager, Reserve Bank of India, Calcutta-700001.	Shri C.V. Nair
United Bank of India	Shri V.M. Sunder Raj Adviser, Department of Statistical Analysis and Computer Services, Reserve Bank of India, Bombay.	Dr. M.R. Kotdawala
Allahabad Bank	Shri Iqbal Singh, Joint Chief Officer, Department of Banking Operations and Development, Reserve Bank of India, Parliament Street, New Delhi.	Shri V.M. Sunder Raj
Indian Bank	Shri R. Janakiraman Addl. Chief Accountant, Department of Government and Bank Accounts, Reserve Bank of India, Bombay.	Dr. (Kum.) M. Tyagarajan
Indian Overseas Bank	Shri K.M. Haniffa Adviser, Department of Economic Analysis and Policy, Reserve Bank of India, Bombay.	Dr. K.K. Mukherjee

[No. F. 9/5/83-B O.I. (1)]

क्र.सं. 1549:—राष्ट्रीयकृत बैंक (प्रबंध और प्रकरण उपबंध) स्कीम, 1980 के खंड 3 के उपखंड (घ) के अनुसरण में केन्द्रीय सरकार एतद्वारा नीचे की सारणी के कालम (2) में उल्लिखित व्यक्तियों का 1 मार्च, 1983 से उनमें से प्रत्येक के गामने उसी सारणी के कालम (3) में उल्लिखित व्यक्तियों के स्थान पर सारणी के कालम (1) में दिये गए राष्ट्रीयकृत बैंकों के निदेशक के रूप में नियुक्त करती है:—

सारणी

(1)	(2)	(3)
न्यू बैंक ऑफ इंडिया	डा० एम्.सी० भट्ट, सलाहकार, आर्थिक विशेषण तथा नीति विभाग, भारतीय रिजर्व बैंक, बम्बई।	श्री एम्.के० देमाई

(1)	(2)	(3)
कारपोरेशन बैंक	डा० के०के० मुखर्जी, संयुक्त मुख्य अधिकारी, बैंकिंग परिचालन तथा विकास विभाग, भारतीय रिजर्व बैंक, फोर्ट ग्लासिस, मद्रास-600001।	श्री एम्. रंगा
ऑरियंटल बैंक आफ कामर्स	श्री एम्. सुब्रह्मण्यन, प्रबन्धक, भारतीय रिजर्व बैंक, कोलकोता।	श्री एम्.एन० गाविन्दराज

[संख्या एफ० 9/5/83-बी०ओ०-1(2)]

विनोद प्रकाश सारणी, संयुक्त सचिव।

S.O. 1549.—In pursuance of sub-clause(g) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints with effect from 1st March, 1983 the persons specified in column (2) of the Table below as Directors of the nationalised banks specified in column (1) thereof in place of the persons specified in the corresponding entry in column (3) of the said Table:

TABLE

1	2	3
New Bank of India	Dr. H.C. Bhatt Adviser, Department of Economic Analysis & Policy Reserve Bank of India, Bombay.	Shri M.K. Desai
Corporation Bank	Dr. K.K. Mukherjee, Joint Chief Officer, Department of Banking Operations & Development, Reserve Bank of India Fort Glacis, Madras-600001.	Shri M. Rego
Oriental Bank of Commerce	Shri M. Subramanian Manager, Reserve Bank of India, Kanpur.	Shri M.N. Govindaraj

[No. F.9/5/83-BO. I (2)]

V.P. SAWHNNY Joint Secy.

स्टाक एक्सचेंज प्रभाग

नई दिल्ली, 28 फरवरी, 1983

क्र. आ. 1550 :—भारतीय न्यास अधिनियम, 1982 (1882 का दूसरा) की धारा 20 के खण्ड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय निर्यात आयात बैंक अधिनियम, 1981 (1981 का 28वां) के अधीन स्थापित, भारतीय निर्यात आयात बैंक द्वारा जारी किए जाने वाले बाण्डों और ऋण-पत्रों को एतद्वारा उक्त धारा के प्रयोजन के लिए प्रतिभूति के रूप में, प्राधिकृत करती है।

[संख्या 12/1/एस. ई. (83)]
नीतीश सेनगुप्त, संयुक्त सचिव

(Stock Exchange Division)

New Delhi, the 28th February, 1983

S.O. 1550.—In exercise of the powers conferred clause (f) of Section 20 of the Indian Trusts Act, 1882 (2 of 1882), the Central Government hereby authorises the bonds and debentures to be issued by the Export Import Bank of India, established under the Export Import Bank of India Act, 1981 (28 of 1981), as a security for the purposes of the said Section.

[No. 12/1/SE/83]

N. K. SENGUPTA, Jt. Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 19 मार्च, 1983

क्र. आ. 1551 :—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 का और

संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात्:—

1. (1) इन नियमों का संक्षिप्त नाम निर्यात (क्वालिटी नियंत्रण और निरीक्षण) संशोधन नियम, 1983 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 में, नियम 16 के पश्चात् और प्रारूप 1 से पहले, निम्नलिखित नियम अन्तःस्थापित किया जाएगा, अर्थात्:—

“17 वार्षिक रिपोर्टों और लेखा परीक्षण लेखों को प्रस्तुत करना : निर्यात निरीक्षण परिषद्/अभिकरणों की वार्षिक रिपोर्ट और लेखा परीक्षित लेख संसद के सदन के समक्ष लेखा वर्ष समाप्त होने के नौ मास के भीतर रखे जाएंगे।”

[फाइल सं. 3(7)/81-ई.आई. एण्ड ई.पी.]

मी. बी. कूकरेती, संयुक्त निदेशक

पाद टिप्पण :—मूल नियम 1964 को अधिसूचना का.आ. 3317 द्वारा प्रकाशित किए गए और पश्चात्वर्ती निम्नलिखित अधिसूचनाओं द्वारा संशोधित किए गए :—

1965 का का. आ. 3100

1967 का का. आ. 3965

1968 का का. आ. 2718

1969 का का. आ. 277

1977 का का. आ. 2603

1978 का का. आ. 2754

1978 का का. आ. 2865

1979 का का. आ. 783

1981 का का. आ. 2496

1	2	3	4	5
Varale	54	Part	—	00 16
	55	"	—	00 06
	56	"	—	00 11
	57	"	—	00 08
	59	"	—	00 40
	60	"	—	00 09
	61	"	—	00 03
Talegaon (Malvadi)	32	"	—	00 49
	33	"	—	00 07
	34	"	—	00 12
	53	"	—	00 44
	54	"	—	00 44
	48	"	—	00 55
	60	"	—	00 15
	68	"	—	00 13
	69	"	—	00 10
	75	"	—	00 11
	76	"	—	00 11
	91	"	—	00 10
	92	"	—	00 06
	95	"	—	00 07
	96	"	—	00 08
	97	"	—	00 15
	99	"	—	00 48
	100	"	—	00 17
	119	"	—	00 09
	120	"	—	00 03
	121	"	—	00 17
	123	"	—	00 62
	124	"	—	00 62

[No. 12016/9/83- Prod.]

का.आ. 1575.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में बम्बई से पूणे तक पेट्रोलियम पदार्थों के परिवहन के लिए पाइप लाइन हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि., द्वारा बिछाई जानी चाहिए ।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्भाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है ।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि., बम्बई पूणे पाइप लाइन प्रोजेक्ट, फ्यूअल रिफायनरीज, कारिडोर रोड, बम्बई को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ।

और ऐसा आक्षेप करने वाला हर व्यक्ति, विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची			
पाइप लाइन माहुल गांव से			
तालुका : कुर्ना		जिला : बम्बई उपनगरीय, जिला : महाराष्ट्र	
गांव	खसरा नम्बर	हिस्सा	क्षेत्रफल
		नंबर	हेक्टर एयर
माहुल	08 का भाग	--	00 10
"	17 का भाग	--	00 16
"	164 का भाग	--	00 64
"	165 का भाग	--	00 22

[क्रमांक 12016/12/83-प्रोज]

S.O. 1575.—Whereas it appears to Central Government that it is necessary to lay a pipeline for transporting Petroleum Products from Bombay to Pune in the State of Maharashtra though Pipe-line and that said Pipe-line is to be laid through the agency of Hindustan Petroleum Corporation Limited, Bombay.

And whereas it appears to Central Government that for laying pipe-line it is necessary to acquire the Right of User in respect of the lands appended to herewith in schedule.

Now, therefore, in exercise of the powers vested in them by virtue of Section 3 (i) of Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) AO 1962 (50 of 1962) Central Government notify their intention to acquire the Right of user in the lands referred to above.

Any person having his interest in the lands referred to above having any objection for laying the Pipe line through above mentioned lands may prefer an objection within 21 days of the publication of this notification before the competent authority Hindustan Petroleum Corporation Limited, Bombay Pune Pipeline Project, Fuels Refinery, Corridor Road, Bombay-74.

All persons having any objection may also state whether they want to be heard in person either himself or through any lawyer appointed by him.

SCHEDULE

Pipe line passing through Village Mahul, Taluka : Kurna, Distt. Bombay Suburban District, Maharashtra.

Village	Survey No.		Hissa		Area
	Gat No.	No.	H	R	
Mahul	03	Part	—	00	10
	17	"	—	00	16
	164	"	—	00	64
	165	"	—	00	22

[No. 12016/12/83-P.od.]

का.आ. 1576.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का.आ.सं. 3094 तारीख 4-9-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइन को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था ।

और अतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है ।

अनुसूची

क्रम लाइसेंस संख्या और तिथि सं०	लाइसेंसधारी का नाम और पता	रद्द किए गए लाइसेंस के अधीन वस्तु/ प्रक्रिया	तत्सम्बन्धी भारतीय मानक
1	2	3	4
1. सीएम/एल-0389963 1974-07-26	मेसर्स कृष्णावैणी इंक फैक्टरी 75, निम्बोत्तिपूर हाई रोड, मद्रास-811	कागज चिपक कार्यालय, तरल गोंद, लेई-नुमा टाइप "बी"	IS : 2257-1970 कागज चिपक तरल गोंद और कार्यालय लेईनुमा की विशिष्टि।

[सीएमडी/55 : 0389963]

MINISTRY OF CIVIL SUPPLIES

INDIAN STANDARDS INSTITUTION

New Delhi, the 1983-02-18

S.O.1553.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks), Regulations 1955 as amended from time to time, the Indian Standards Institution hereby notifies that Licence No. CM/L-0389963 particulars of which are given below has been cancelled with effect from 1982-06-01 at the request of the licensee.

SCHEDULE

Licence No. and date	Name & Address of the licensee	Article/process covered by the Licence cancelled	Relevant Indian Standards
1	2	3	4
CM/L—0389963 1974-07-26	M/s Krishnaveni Ink Factory Tiruvottiyur High Road, Madras-81	Paper adhesive, office paste, type B	IS : 2257—1970 Specification for paper adhesive liquid gum and office paste types.

[CMD/55 : 0389963]

नई दिल्ली, 1983-02-24

क्र०आ० 1554 :—समय समय पर संगोष्ठित भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम 1955 के विनियम 5, के उपविनियम (1) के अनुसार अधिसूचित किया जाता है कि जिन भारतीय मानकों के बोरे ताले अनुसूची में दिए गए हैं वे रद्द कर दिए गए हैं और वापस ले लिए गए हैं :

अनुसूची

क्रम रद्द किए गए भारतीय मानक की संख्या और शीर्षक सं०	भारत के राजपत्र की ए०आ० संख्या की तारीख जिसके अधीन भारतीय मानकों के निर्धारण की सूचना छपी थी	विवरण
1	2	3
1. IS : 7431 (भाग I)—1974 फैराइट एरियल छड़ों के चुम्बकीय गुणों के लिए परीक्षण: भाग-I दीर्घ और मध्यम तरंग सुनने के लिए।	भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) दिनांक 1976-00-08 में एम०आ० 1597 दिनांक 1976-04-06 के अधीन प्रकाशित।	क्योंकि इस भारतीय मानक में दी गई अपेक्षाएं IS : 9946-1981 में शामिल कर ली गई हैं।
2. IS : 7431 (भाग II)—1976 फैराइट एरियल छड़ों के चुम्बकीय गुणों के लिए परीक्षण: भाग II लघु तरंग सुनने के लिए।	भारत के राजपत्र भाग-II, खंड-3, उपखंड (ii) दिनांक 1980-01-12 में एम०आ० 98 दिनांक 1979-12-19 के अधीन प्रकाशित।	क्योंकि इस भारतीय मानक में दी गई अपेक्षाएं IS : 9946-1981 में शामिल कर ली गई हैं।

[सं० सीएमडी/13 : 7]

New Delhi, 1983-02-24

S.O. 1554.—In pursuance of sub regulation (1) of Regulation 5 of the Indian Standards Institution (Certification Marks) Regulations, 1955 as amended from time to time, it is, hereby, notified that the Indian standard(s), particulars of which are mentioned in the Schedule given hereafter, have been cancelled and stands withdrawn:

SCHEDULE

S. No. & Title of the Indian Standard Cancelled	S.O. No. & Date of the Gazette Notification in which Establishment of the Indian Standard was Notified	Remarks
(1)	(2)	(3)
1. IS : 7431 (Part I)—1974 Tests for magnetic properties of ferrite aerial rods : Part I For long and medium wave reception	S.O. 1957 dated 1976-04-06 published in the Gazette of India, Part II, Section-3, Sub section (ii) dated 1976-05-08	As the requirements of this Indian Standard have been covered in IS : 9946-1981
2. IS : 7431 (Part-II)—1976 Tests for magnetic properties of ferrite rods: Part II For short-wave reception	S.O. 98 dated 1979-2-19 published in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated 1980-01-12	As the requirements of this Indian Standard has been covered in IS : 9946-1981

[No. CMD/13 : 7]

का०आ० 1555 :—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम 1955 के विनियम 5 के उपविनियम (1) के अनुसार अधिसूचित किया जाता है कि जिन भारतीय मानकों के व्योरे नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए और वापस लिए गए हैं।

अनुसूची

क्रम रद्द किए गए भारतीय मानक की संख्या और शीर्षक सं०	भारत के राजपत्र के एमओ संख्या तथा तारीख जिसके अधीन भारतीय मानकों के निर्धारण की सूचना छपी थी	विवरण
1	2	3
1. IS : 2106 (भाग 12)—1965 इलेक्ट्रॉनिकी और बिजली उपकरणों के लिए पर्यावरण परीक्षण भाग 12 धूल परीक्षण	भारत के राजपत्र भाग II, खंड 3 उपखंड (ii) दिनांक 1966-03-05 में एम ओ 664 दिनांक 1966-02-22 के अधीन प्रकाशित।	क्योंकि इस भारतीय मानक में दी गई अपेक्षाएं IS : 9000 (भाग 12) 1981 में शामिल कर ली गई है।

[संख्या सीएसपी/13 : 7]

S.O. 1555.—In pursuance of sub-regulation (1) of Regulation 5 of the Indian Standards Institution (Certification Marks) Regulations, 1955 as amended from time to time, it is, hereby, notified that the Indian Standard, particulars of which is mentioned in the Schedule given hereafter, has been cancelled and stands withdrawn:

SCHEDULE

Sl. No. & Title of the Indian Standard Cancelled	S.O. No. & Date of the Gazette Notification in which Establishment of the Indian Standard was Notified	Remarks
(1)	(2)	(3)
1. IS : 2106 (Part XII)—1965 Environmental tests for electronic and electrical equipment: Part XII Dust test	S.O. 664 dated 1966-02-22 published in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated 1966-03-05	As the requirements of this Indian Standard has been covered in IS : 9000 (Part XII)—1981

[No. CD/13 : 7]

क्र०आ० 1556 :—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन निहत्त) विनियम 1955 के विनियम 3 के उपविनियम (1) के अनुसार अधिसूचित किया जाता है कि जिस भारतीय मानक के बारे में नीचे अनुसूची में दिया गया है, वह रद्द किया गया है और वापस ले लिया गया है।

अनुसूची

क्रम रद्द किया गया भारतीय मानक की संख्या और सं०	शीर्षक	भारत के राजपत्र के एमओसं० तथा तारीख जिसके अधीन मानक के निर्धारण की सूचना छपी थी	विवरण
1	2	3	4
1.	IS-5908-1970 इमारतों में बिजली संस्थापन की मापन पद्धतियाँ	भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) दिनांक 1972-07-08 में एमओ 1635 दिनांक 1972-06-13 के अधीन प्रकाशित।	क्योंकि इस विषय में सम्बन्धित समिति ने समीक्षा के फलस्वरूप यह महसूस किया कि भुगतान आदि के निगटान के दृष्टिकोण से बिजली संस्थापन के मापन सम्बन्धी मामलों में कुछ रूप से व्यापारिक हैं और वे मानकीकरण गति-विधियों के दायरे में नहीं आते हैं।

[संख्या सीएमडी 13 : 7]

S.O.1556.—In pursuance of sub-regulation (1) of Regulation 5 of the Indian Standards Institution (Certification Marks) Regulations 1955 as amended from time to time, it is, hereby, notified that the Indian standard, particulars of which is mentioned in the Schedule given hereafter, has been cancelled and stands withdrawn.:

SCHEDULE

Sl. No. & Title of the Indian Standard Cancelled	S.O. No. & Date of the Gazette Notification in which Establishment of the Indian Standard was Notified	Remarks
(1)	(2)	(3)
1. IS : 5908-1970 Methods of measurements of electrical installation in buildings	S.O. 1635 dated 1972-06-13 published in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated 1972-07-08	As the Committee responsible for the subject had on review felt that matters relating to measurement of electrical work done from the point of view of settlement of payments, was purely a commercial issue and outside the scope of standardization activities.

[No. CMD/13 : 7]

नई दिल्ली, 1983-02-25

क्र०आ० 1557 :—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन निहत्त) विनियम 1955 के विनियम (5) के, उपविनियम (1) के अनुसार अधिसूचित किया जाता है कि जिन भारतीय मानकों के बारे में नीचे अनुसूची में दिए गए हैं वे रद्द कर दिए गए हैं और वापस लिए गए हैं :

अनुसूची

क्रम रद्द किए गए भारतीय मानक की संख्या और शीर्षक सं०	भारत के राजपत्र की ए०आ० संख्या की तारीख जिसके अधीन भारतीय मानकों के निर्धारण की सूचना छपी थी	विवरण
1	2	3
1. IS 2916 (भाग II) 1972 दोलकों में प्रयुक्त स्फटिक क्रिस्टल इकाइयों की विशिष्टि भाग II टाइप एए-01	भारत के राजपत्र भाग II, खंड 3 उपखंड (ii) दिनांक 1975-02-15 में एमओ 423 दिनांक 1975-01-11 के अधीन प्रकाशित।	क्योंकि इस भारतीय मानक की अपेक्षाएं IS 8271 (भाग II/अनुभाग 1)--1981 में शामिल कर ली गई हैं।
2. IS : 2916 (भाग III)-1972 दोलकों में प्रयुक्त स्फटिक क्रिस्टल इकाइयों की विशिष्टि : भाग III टाइप एए-02	भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) दिनांक 1975-01-11 में एमओ 115 दिनांक 1974-12-30 के अधीन प्रकाशित	क्योंकि इस भारतीय मानक में की गई अपेक्षाएं IS : 8271 (भाग II/अनुभाग 2)--1981 में शामिल कर ली गई हैं।
3. IS. 2916 (भाग IV)-1972 दोलकों में प्रयुक्त स्फटिक क्रिस्टल इकाइयों की विशिष्टि : भाग IV टाइप एए-03		क्योंकि इस भारतीय मानक की अपेक्षाएं IS : 8271 (भाग II/अनुभाग 3)--1981 में शामिल कर ली गई हैं।

1	2	3	4
4. IS : 2916 (भाग V) - 1972 बोलकों में प्रयुक्त स्फटिक क्रिस्टल इकाइयों की विशिष्टि: भाग V टाइप एए- 04	भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) दिनांक 1975-02-15 में एम०ओ० 423 दिनांक 1975-01-14 के अधीन प्रकाशित।	क्योंकि इस भारतीय मानक में दी गई अपेक्षाएं IS : 8271 (भाग II/अनुभाग 4) - 1981 में शामिल कर ली गई हैं।	
5. IS : 2916 (भाग VI) - 1972 बोलकों में प्रयुक्त स्फटिक क्रिस्टल इकाइयों की विशिष्टि: भाग VI टाइप एए- 05	भारत के राजपत्र भाग II खंड 3 उपखंड (ii) दिनांक 1974-07-27 में एम०ओ० 1853 दिनांक 1974-07-08 के अधीन प्रकाशित।	क्योंकि इस भारतीय मानक में दी गई अपेक्षाएं IS : 8271 (भाग II/अनुभाग 5) - 1981 में शामिल कर ली गई हैं।	
6. IS : 2916 (भाग VII) - 1975 बोलकों में प्रयुक्त स्फटिक क्रिस्टल इकाइयों की विशिष्टि: भाग VII टाइप एए- 06	भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) दिनांक 1978-08-05 में एम०ओ० 2239 दिनांक 1978-07-19 के अधीन प्रकाशित।	क्योंकि इस भारतीय मानक में दी गई अपेक्षाएं IS : 8271 (भाग II/अनुभाग 6) - 1981 में शामिल कर ली गई हैं।	

[नं० सी०एमडी० 13 : 7]

New Delhi, the 1983-02-25

S.O. 1557.—In pursuance of sub-regulation (1) of Regulation 5 of the Indian Standards Institution (Certification Marks) Regulation, 1955 as amended from time to time, it is, hereby, notified that the Indian Standard(s) particulars of which are mentioned in the Schedule given hereafter, have been cancelled and stands withdrawn:

SCHEDULE

Sr. No.	No. & Title of the Indian Standards Cancelled	S.O. No. & Date of the Gazette Notification in which Establishment of the Indian Standard was Notified.	Remarks
1.	IS : 2916 (Part II)—1972 Specification for quartz crystal units used in oscillators: Part II Type AA-01	S.O. 423 dated 1975-01-14 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated 1975-02-15	As the requirements of this Indian Standard has been covered in IS : 8271 (Part II/Sec. 1)—1981
2.	IS : 2916 (Part III)—1972 Specification for quartz crystal units used in oscillators: Part III Type AA-02	S.O. 115 dated 1974-12-30 published in the Gazette of India, Part II, Section-3 Sub-section (ii) dated 1975-01-11	As the requirements of this Indian Standard has been covered in IS : 8271 (Part II/Sec. 2)—1981.
3.	IS : 2916 (Part IV)—1972 Specification for quartz crystal units used in oscillators: Part IV Type AA-03	—	As the requirements of this Indian Standard has been covered in IS : 8271 (Part II/Sec. 3)—1981
4.	IS : 2916 (Part V)—1972 Specification for quartz crystal units used in oscillators: Part V Type AA-04	S.O. 423 dated 1975-01-14 published in the Gazette of India- Part-II- Section-3- Sub-section (ii) dated 1975-02-15	As the requirements of this Indian Standard has been covered in IS : 8271 (Part II/Sec. 4)—1981
5.	IS : 2916 (Part VI)—1972 Specification for quartz crystal units used in oscillators: Part VI Type AA-05	S.O. 1853 dated 1974-07-08 published in the Gazette of India Part II, Section-3, Sub-section-(ii) dated 1974-07-27	As the requirements of this Indian Standard has been covered in IS : 8271 (Part II/Sec. 5);—1981
6.	IS : 2916 (Part VII)—1975 Specification for quartz crystal units used in oscillators: Part VII Type AA-06	S.O. 2239 dated 1978-07-19 published in the Gazette of India, Part II, Section-3, Sub-section (ii) dated 1978-08-05	As the requirements of this Indian Standard has been covered in IS : 8271 (Part II/Sec. 6)—1981

[No. CMD/13 : 7]

का. अ. 1558.—समय-समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) 1955 के विनियम 5 के उपविनियम (1) के अनुसार अधिसूचित किया जाता है कि : 5564-1970 आर्द्र-करणस (बुलबुले प्रकार) की विशिष्टि रद्द कर दी गई और इस वस्तु को अप्रचलित हो जाने के कारण वापस ले ली गई है।

[सी एम डी/13 : 7]

S.O. 1558.—In pursuance of sub-regulation (1) of Regulation 5 of the Indian Standards Institution (Certification Marks) Regulations, 1955 as amended from time to time, it is, hereby, notified that IS : 5564—1970 Specification for humidifiers-gas (bubble type) has been cancelled and stands withdrawn as this item has become obsolete.

[No. CMD/13 : 7]

सं० का०आ० 1559 -समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम 1955 के विनियम 5 के उपविनियम (1) के अनुसार अधिसूचित किया जाता है कि जिन भारतीय मानक के शीर्षक नीचे अनुसूची में दिए गए हैं वह रद्द कर दिया गया है और वाप ले लिया गया है।

अनुसूची

क्रम सं०	रद्द किए गए भारतीय मानक की संख्या और शीर्षक	भारत के राजपत्र एम०ओ० संख्या तथा तारीख जिसके अधीन भारतीय मानक के निधारेण की सूचना छपी थी	विवरण
1	2	3	4
10	IS : 2889-1964 टाली और रॉपर तार के लिए, ड्रमों की विशिष्टि	भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) दिनांक 1965-06-26 में एम०ओ० 2042 दिनांक 1965-06-10 के अधीन प्रकाशित	क्योंकि इस भारतीय मानक में दी गई आवश्यकताएं 1978-1980 में शामिल कर ली गई हैं

[सं० सीएमडी/13 : 7]

S.O. 1559.—In pursuance of sub-regulation (1) of Regulation 5 of the Indian Standards Institution (Certification Marks) Regulations, 1955 as amended from time to time, it is, hereby, notified that the Indian Standard, particulars of which is mentioned in the Schedule given hereafter, has been cancelled and stands withdrawn:

SCHEDULE

Sl. No.	No. & Title of the Indian Standard Cancelled	S.O. No. & Date of the Gazette Notification in which Establishment of the Indian Standard was Notified	Remarks
(1)	(2)	(3)	(4)
1.	IS : 2889-1964 Specification for drums for trolley and contact wire	S.O. 2042 dated 1965-06-10 published in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated 1965-06-26	As the requirements of this Indian Standard and Specification has been covered in IS : 1778-1980

[No. CMD/13:7]

का०आ० 1560 - भारतीय मानक संस्था (प्रमाणन चिह्न) विनियम 1955 के विनियम 7 के उपविनियम 3 के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि विभिन्न उत्पादों की प्रति इकाई मुहर लगाने की फीस नीचे अनुसूची में दिए गए हैं और के अनुसार निर्धारित की गई है और यह फीस उनके आगे दिखाई गई विधियों से लागू होगी।

अनुसूची

क्रम सं०	उत्पाद/उत्पादन का श्रेणी	संबंधी भारतीय मानक की संख्या और शीर्षक	एक इकाई	प्रति इकाई मुहर लगाने की फीस	लागू होने की तिथि
1	2	3	4	5	6
1.	मैनथोल	IS : 3134-1965 मैनथोल की विशिष्टि	एक कि०ग्रा०	1. 10 पैसे प्रति इकाई पहली 30000 इकाइयों के लिए, 2. 8 पैसे प्रति इकाई अगली 30000 इकाइयों के लिए, 3. 5 पैसे प्रति इकाई शेष इकाइयों के लिए	1982-09-01
2.	केनवस जूते, रबड़ के तले वाले	IS : 3736-1966 केनवस जूते रबड़ के तले वाले की विशिष्टि	एक जोड़ा	1. 20 पैसे प्रति इकाई पहली 20000 इकाइयों के लिए, 2. 10 पैसे प्रति इकाई शेष इकाइयों के लिए	1982-08-01
3.	सोडियम थोमाइड फोटोग्राफिक ग्रेड	IS : 5380-1976 सोडियम थोमाइड फोटोग्राफिक ग्रेड की विशिष्टि (पहला पुनरीक्षण)	एक कि०ग्रा०	1. 5 पैसे प्रति इकाई पहली 70000 इकाइयों के लिए, और 2. 2 पैसे प्रति इकाई शेष इकाइयों के लिए	1980-03-16
4.	क्लोरीन की टिकिया	IS : 9825-1981 क्लोरीन की टिकियों की विशिष्टि	1000 टिकिया	1. 25 पैसे प्रति इकाई पहली 20000 इकाइयों के लिए, 2. 20 पैसे प्रति इकाई अगली 2000 इकाइयों के लिए और 3. 10 पैसे प्रति इकाई शेष इकाइयों के लिए।	1982-09-01
5.	मिश्रित रंग-रोगन गुण से लगाने वाला बिट्यूमेनोस, काला सीसा रहित, धूम्र, क्षार जन तथा क्लोरीन रोधी	IS : 9862-1981 तैयार मिश्रित रंग रोगन गुण लगाने वाली, बिट्यूमेनोस, काला, सीसा रहित धूम्र, क्षार जन तथा क्लोरीन रोधी की विशिष्टि	एक लिटर/कि०ग्रा०	2 पैसे	1982-09-01

[सं० सीएमडी/13 : 10]

S.O. 1560.—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution, hereby, notifies that the marking fee(s) per unit for various products details of which are given in the Schedule hereto annexed, have been determined and the fee(s) shall come into force with effect from the dates shown against each:

SCHEDULE



Sl. No.	Product/Class of Product	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1. Menthol		IS : 3134—1965 Specification for menthol	One Kg.	(i) 10 Paise per unit for the first 30000 units; (ii) 8 Paise per unit for the next 20000 units; and (iii) 5 Paise per unit for the remaining units.	1982-09-01
2. Canvas boots, rubber sole		IS : 3736—1966 Specification for canvas boots, rubber sole	One pair	(i) 20 Paise per unit for the first 20000 units; and (ii) 10 Paise per unit for the remaining units.	1982-09-01
3. Sodium bromide photographic grade		IS : 5380—1976 Specification for sodium bromide photographic grade (first revision)	One kg.	(i) 5 Paise per unit for the first 70000 units; and (ii) 2 Paise per unit for the remaining units.	1980-03-16
4. Chlorine tablets		IS : 9825—1981 Specification for chlorine tablets	1000 tablets	(i) 25 Paise per unit for the first 2000 units; (ii) 20 Paise per unit for the next 2000 units. (iii) 10 Paise per unit for the remaining units.	1982-09-01
5. Ready mixed paint, brushing, bituminous, black, lead free, acid, alkali, water and chlorine resisting		IS : 9862—1981 Specification for ready mixed paint, brushing, bituminous, black, lead free, acid, alkali, water and chlorine resisting	One Litre/kg.	2 Paise	1982-09-01






[No. CD/13 : 10]

क्र०अ० 1561 :—भारतीय मानक संस्था (प्रमाणन चिह्न) नियम 1955 के नियम, 4 के उपनियम (1) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि जिन मानक चिह्नों की डिजाइन, उनके शाब्दिक विवरण तत्संबंधी भारतीय मानकों के शीर्षक सहित नीचे अनुसूची में दिए गए हैं वे भारतीय मानक संस्था द्वारा निर्धारित किए गए हैं:

भारतीय मानक संस्था (प्रमाणन चिह्न) अधिनियम 1952 और उसके अधीन बने नियमों के निमित्तये मानक चिह्न प्रत्येक के आगे दी गई निधियों से लागू होंगी :

अनुसूची

क्रम सं०	मानक चिह्न की डिजाइन	उत्पाद/उत्पादन की श्रेणी	तत्संबंधी भारतीय मानक की पत्र संख्या और शीर्षक	मानक चिह्न के डिजाइन का शाब्दिक विवरण	लागू होने की तिथि
1	2	3	4	5	6
1		बाँझ सोडियम मेटाफास्फेट	IS : 574-1980 बाँझ सोडियम में टाफास्कट की विनिष्टि (तीसरा पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें "ISI" शब्द होते हैं स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की संख्या और वर्ण अंकित किया गया है।	1982-02-16
2.		मैनथोल	IS : 3134-1965 मैनथोल की विनिष्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें "ISI" शब्द होते हैं स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की संख्या और वर्ण अंकित किया गया है।	



1	2	3	4	5	6
3		केनवग जेने कबाड के तने वाले	IS : 3736--1966 केनवग जेने के मुले वाले की विशिष्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें "ISI" शब्द होते हैं स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की संख्या और वर्ष अंकित किया गया है	1982-08-01
		सोडियम ब्रोमाइड फोटोग्राफी ग्रेड	IS : 5380 सोडियम ब्रोमाइड फोटोग्राफी ग्रेड की विशिष्टि (पहला पुनरीक्षण)	भारतीय मानक संस्था का मोनोग्राम जिसमें "ISI" शब्द होते हैं स्तम्भ (2) में दिखायी गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की संख्या और वर्ष अंकित किया गया है।	1980-03-16
		बंते प्रयोगशाला प्लास्टर	IS : 6555--1972 बन प्रयोगशाला प्लास्टर की विशिष्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें "ISI" शब्द होते हैं स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की संख्या और वर्ष अंकित किया गया है	1980-01-16
		क्लोरीन की टिकिया	IS : 9825-1981 क्लोरीन की टिकिया की विशिष्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें "ISI" शब्द होते हैं स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की संख्या और वर्ष अंकित किया गया है	1982-09-01
		मिश्रित रंग रोगन कृश से लगाने वाला बिट्यूमनी, काला सीसा रहित, अम्ल क्षार, जल तथा क्लोरीन रोधी	IS : 9862--1981 तैयार मिश्रित रंगरोगन कृश लगाने वाला, बिट्यू मेनी काला, सीसा रहित अम्ल क्षार, जल तथा क्लोरीन रोधी की विशिष्टि	भारतीय मानक संस्था का मोनोग्राम जिसमें "ISI" शब्द होते हैं स्तम्भ (2) में दिखाई गई शैली और अनुपात में तैयार किया गया है और जैसा डिजाइन में दिखाया गया है उस मोनोग्राम के ऊपर की ओर भारतीय मानक की संख्या और वर्ष अंकित किया गया है।	1982-09-01






[मं सी एम डी/13:9]

S.O.1561.—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution, hereby, notifies that the Standard Mark(s), design(s) of which together with the verbal description of the design(s) and the title(s) of the relevant Indian Standard(s) are given in the Schedule hereto annexed, have been specified.

These Standard Mark(s) for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from the dates shown against each:

SCHEDULE

S. No.	Design of the Standard Mark	Product/Class of Product	No. and Title of Relevant Indian Standard	Verbal description of the Design of the Standard Mark	Date of Effect
(1)	(2)	(3)	(4)	(5)	(6)
1.	IS : 574-80 	Glassy sodium metaphosphate	IS : 574-1980 Specification for glassy sodium metaphosphate (third revision)	The monogram of the Indian Standards Institution, consisting of letters "ISI", drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard, alongwith its year, being superscribed on the top side of the monogram as indicated in the design.	1982-02-16
2.	IS : 3134-65 	Menthol	IS : 3134-1965 Specification for menthol	-do-	1982-09-01

(1)	(2)	(3)	(4)	(5)	(6)
3. IS : 3736-66	Canvas boots, rubber sole	IS : 3736-1965 Specification for canvas boots, rubber sole	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard, alongwith its year, being superscribed on the top side of the monogram as indicated in the design	1982-08-01	
					
4. IS : 5380	Sodium bromide, photographic grade	IS : 5380-1976 Specification for sodium bromide, photographic grade (first revision)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2); the number of the Indian Standard being superscribed on the top side of the monogram as indicated in the design	1930-03-16	
					
5. IS : 6555	Dental laboratory plaster	IS : 6555-1972 Specification for dental laboratory plaster	-do-	1980-01-16	
					
6. IS : 9825-81	Chlorine tablets	IS : 9825-1981 Specification for chlorine tablets	The monogram of the Indian Standards Institution consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col (2); the number of the Indian Standard, alongwith its year, being superscribed on the top side of the monogram as indicated in the design.	1982-09-01	
					
7. IS : 9862-81	Ready mixed paint, brushing, bituminous, black, lead-free, acid, alkali, water and chlorine resisting	IS : 9862-1981 Specification for ready mixed paint, brushing, bituminous, black, lead-free, acid alkali, water and chlorine resisting	-do-	1982-09-01	
					

[No. CMD/13 : 9]

A. P. Banerji, Additional Director General

ऊर्जा संचालन

(कोयला विभाग)

नई दिल्ली, 1 मार्च, 1983

का० आ० 1562—केन्द्रीय सरकार को यह प्रतिन होता है कि हमसे उपाखण अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा

प्रवत शक्तियों का प्रयोग करते हुए, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है;

2. इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निरीक्षण सेंट्रल कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) दरभंगा हाऊस रांची के कार्यालय जिला मजिस्ट्रेट धनकानल (उड़ीसा) के कार्यालय में अथवा कोयला नियंत्रक, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में जिनबद्ध सभी व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चाटों और अन्य वस्तुओं को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से 90 दिन के भीतर राजस्व अधिकारी से सेंट्रल कोलफील्ड्स लि० दरभंगा हाऊस, रांची को भेजेंगे।

अनुसूची

नन्दीरा ब्लॉक विस्तारण
(तालचैर कोयला खान)
जिला धनकानल (उड़ीसा)

सं०/48/82

तारीख 19-7-1982

(जिसमें पूर्वेक्षण करने के लिए अधि-
सूचित भूमि दर्शित की गई है)

क्रम सं०	ग्राम	तहसील	पुलिस थाना	थाना सं०	जिला	क्षेत्र	टिप्पण
1	नटीडी	तालचैर	कोयलाखान	83	धनकानल	26 00	भाग
2	बौलापुर	यथोक्त	यथोक्त	92	यथोक्त	19 00	यथोक्त
3	महेन्द्रपुर	यथोक्त	यथोक्त	121	यथोक्त	253.03	यथोक्त
4	बादाजोरदा	यथोक्त	यथोक्त	52	यथोक्त	494 00	यथोक्त
5	बादासिंगिदा	यथोक्त	यथोक्त	—	यथोक्त	155 57	यथोक्त
6	सनासिंगिदा	यथोक्त	यथोक्त	—	यथोक्त	78.00	यथोक्त
7	गोबोरा	यथोक्त	यथोक्त	—	यथोक्त	91 00	यथोक्त
8	लखनपुर	यथोक्त	यथोक्त	—	यथोक्त	18 40	यथोक्त
				कुल क्षेत्र	1165 00	एकड़ (लगभग)	
				या	471.45	हेक्टर (लगभग)	

सीमा वर्णन .

क-ख रेखा ग्राम नटीडी बौलापुर, महेन्द्रपुर और बादाजोरदा से होकर जाती है और बिंदु 'ख' पर मिलती है।

ख-ग रेखा ग्राम बादाजोरदा, सनासिंगिदा, गोबोरा और लखनपुर से होकर जाती है और बिंदु 'ग' पर मिलती है।

ग-घ रेखा ग्राम लखनपुर और बरदपसी की भागत सम्मिलित सीमा, लखनपुर और तेलुगुलाई के साथ जाती है और बिंदु 'घ' पर मिलती है।

घ-ङ रेखा ग्राम लखनपुर केन्दुपल्ली की भागत सम्मिलित सीमा, गोबोरा और केन्दुपल्ली, गोबोरा और जगबन्धुपुर, गोबोरा और सूरजमणीपुर के साथ जाती है और ग्राम बादासिंगिदा (जो उक्त अधिनियम की धारा 9(1) के अधीन अर्जित बक्षिणी बलदा ब्लॉक के साथ सम्मिलित सीमा बनानी है) से होकर जाती है और बिंदु 'ङ' पर मिलती है।

ङ-च रेखा ग्राम बादाजोरदा, महेन्द्रपुर और नटीडी, (जो उक्त अधिनियम की धारा 9(1) के अधीन अर्जित नाबिरा ब्लॉक के साथ भाग सम्मिलित सीमा बनानी है) से होकर जाती है और प्रारम्भिक बिंदु 'च' पर मिलती है।

[सं० 19/58/82-सी एन]

MINISTRY OF ENERGY
(Department of Coal)

New Delhi, the 1st March, 1983

S.O. 1362.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition, and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein ;

The plan of the area covered by this notification can be inspected at the Office of the Central Coalfields Limited (Revenue Section), Darbhanga House, Ranchi or at the Office of the District Magistrate, Dhenkanal (Orissa), or at the Office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Central Coalfields Limited, Darbhanga House, Ranchi within 90 days from the date of the publication of this notification in the official Gazette.

SCHEDULE

Nandira Block Extn. (Talcher Coalfield) Distt. Dhenkanal (Orissa)				Rev/48/82 Dated 19-7-1982 (showing lands notified for prospecting)			
Sl. No.	Village	Tahsil	P.S.	Thana number	Dis- trict	Area	Re- marks
1	2	3	4	5	6	7	8
1.	Natidi	Tal- cher	Col- liery	83	Dhen- kanal	26.00	part
2.	Baulapur	-do-	-do-	92	-do-	49.00	-do-

1417 GI/82—3

1	2	3	4	5	6	7	8
3.	Mahendrapur	-do-	-do-	121	-do-	253.03	-do-
4.	Badajorda	-do-	-do-	52	-do-	494.00	-do-
5.	Badasingida	-do-	-do-	—	-do-	155.57	-do-
6.	Sanasingida	-do-	-do-	—	-do-	78.00	-do-
7.	Gobora	-do-	-do-	—	-do-	91.00	-do-
8.	Lakhanpur	-do-	-do-	—	-do-	18.40	-do-

Total area :—1165.00 acres (approximately)
or 471.45 hectares (approximately)

Boundary description:—

- A-B line passes through villages Natidi, Baulapur, Mahendrapur and Badajorda and meets at point 'B'.
- B-C line passes through villages Badajorda Sanasingida, Gobora and Lakhanpur and meets at point 'C'.
- C-D line passes along the part common boundary of villages Lakhanpur and Karadapali, Lakhanpur and Tentulal and meets at point 'D'.
- D-E line passes along the part common boundary of villages Lakhanpur and Kendupalli, Gobora and Kendupalli, Gobora and Jagabandhupur Gobora & Surjamanipur and through village Badasingida (which also forms common boundary with South Balanda Block acquired

under section 9(1) of the said Act) and meets at point 'E'.

E-A line passes through villages Badajorda, Mahendrapur and Natid, (which also forms part common boundary with Nadira Block acquired under section 9(1) of the said Act) and meets at starting point 'A'.

[No. 19/58/82-CL]

का० आ० 1563—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) के अधीन भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 12 सितम्बर, 1981 में प्रकाशित भारत सरकार के ऊर्जा मंत्रालय के कोयला विभाग की अधिसूचना सं० का० आ० 2400 तारीख 27 अगस्त, 1981 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की 1524.46 हैक्टर (लगभग) या 3767.08 एकड़ (लगभग) भूमि की बाबत कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त भूमि में कोयला अभिप्राय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए:—

- (क) इससे संलग्न अनुसूची "क" में वर्णित 676.79 हैक्टर (लगभग) या 1672.42 एकड़ (लगभग) माप की भूमि का;
- (ख) इससे संलग्न अनुसूची "ख" में वर्णित 724.18 हैक्टर (लगभग) या 1789.52 एकड़ (लगभग) माप की भूमि में खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने और उन्हें तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकारों का, अर्जन करने के आशय की सूचना देती है।

टिप्पण: 1— इस अधिसूचना के अधीन आने वाले रेखांक का निरीक्षण कलकत्ता, चन्द्रपुर (महाराष्ट्र) या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या वेस्टर्न

कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) कोयला एस्टेट, सिविल लाईंस, नागपुर-1 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

टिप्पण: 2— पूर्वोक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है जिसमें निम्नलिखित उप-बंधित है—

अर्जन के प्रति आशेष,—

"8(1) कोई व्यक्ति भी किसी भूमि से जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है हितवद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर संपूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर किसी अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण—इस धारा के अर्थान्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई है, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितवद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या ऐसी भूमि में या उस पर अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाने।"

टिप्पण: 3— केन्द्रीय सरकार ने, कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता को उक्त अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची 'क'

साम्बन्धी विवृत परियोजना

बर्धा घाटी कोयला क्षेत्र

जिला चन्द्रपुर (महाराष्ट्र)

सभी अधिकार

रेखांक सं० सी०-1(ई)/iii/जे०आर०/243-882 ता० 11-8-82
(जिसमें अर्जित की जाने वाली भूमि वर्णित की गई है)

क्रमसं० ग्राम	पटवारी साम्रा/सकिल सं०	तहसील	जिला	क्षेत्र हैक्टर में	टिप्पणियां
1 सास्ती	सास्ती	राजुरा	चन्द्रपुर	387.77	भाग
2. गौरी	गौरी	राजुरा	चन्द्रपुर	289.02	भाग

कुल क्षेत्र : 676.79 हैक्टर (लगभग)
या 1672.42 एकड़ (लगभग)

मास्ती ग्राम में अर्जित किए जाने वाले प्लॉट संख्यांक :

217 (भाग), 218 (भाग), 221 (भाग), 222, 223 (भाग), 224/2 (भाग), 225 से 230, 231/1, 231/2, 232 से 234, 235/1, 235/2, 235/3, 236 से 242, 243 (भाग), 244 से 253, 354/1, 254/2, 255/1, 255/2, 256, 258/1 (भाग), 258/2 (भाग), 259/1 (भाग), 259/2 (भाग) 259/3, 260, 261, 262 (भाग), 263 (भाग), 264 (भाग), 265 (भाग), 366, 267, 268 (भाग), 269 से 275, 276/1, 276/2, 276/3, 277 से 285, 286/1, 286/2, 287 से 295, 296/1, 296/2, 297, 298, 299/1, 299/2, 300/1, 300/2, 301, 302/1, 302/2, 303 से 309, 310/1, 310/2, 311, 312/1, 312/2, 313 से 318, 319/1, 319/2, 319/3, 320 से 337, 338/1, 338/2, 339, 340/1क, 340/1ख, 340/1ग, 340/1घ, 340/2, 341 से 343, 344/1, 344/2, 344/3, 344/4, 345/1, 345/2, 345/3, 345/4, 345/5, 346, 347/1, 347/2, 348 से 352, 474 और सड़क का एक भाग।

गौरी ग्राम में अर्जित किए जाने वाले प्लॉट संख्यांक :

93, 94/1, 94/2, 94/3, 94/4, 95 से 97, 98/1, 98/2, 99 से 102, 103/1, 103/2, 104, 107, 108/1, 108/2, 109, 125, 191 (भाग), 192, 193, 194/1, 194/2, 194/3, 195, 196/1, 196/2, 197/1, 197/2, 197/3, 198, 208, 209/1, 209/2, 209/3, 210 (भाग), 211 (भाग), 212 (भाग), 214 (भाग), 215/1 (भाग), 215/2 (भाग), 216 (भाग), 217 (भाग), 218 से 221, 222 (भाग), 223 (भाग), 224, 225/1, 225/2, 225/3, 226/1, 226/2, 227 से 248, 249/1 (भाग), और 249/2 (भाग)।

सीमा-वर्णन

क-ख रेखा, सास्ती ग्राम में से प्लॉट संख्यांक 474 की उत्तरी सीमा पर से जाती है और फिर ग्राम-सड़क और मास्ती नाले की दक्षिणी

सीमा के साथ-साथ जाती है तथा ग्राम सास्ती और गौरी की सम्मिलित सीमा पर बिंदु "ख" पर मिलती है।

ख-ग रेखा, मास्ती नाले की पूर्वी सीमा के साथ-साथ ग्राम गौरी में से जाती है और प्लॉट संख्यांक 192, 190 और 199/1 की सम्मिलित सीमा पर बिंदु "ग" पर मिलती है।

ग-घ रेखा ग्राम गौरी के प्लॉट संख्यांक 191, 211, 210, 212, 217, 215/1, 215/2, 216, 214, 222, 223 में से होकर जाती है और ग्राम सड़क की उत्तरी सीमा तथा प्लॉट संख्यांक 223 और 224 की सम्मिलित सीमा पर बिंदु "घ" पर मिलती है।

घ-ङ रेखा, ग्राम सड़क की उत्तरी सीमा के साथ-साथ ग्राम गौरी से होकर जाती है और प्लॉट संख्यांक 248 और 249/2 की सम्मिलित सीमा पर बिंदु "ङ" पर मिलती है।

ङ-च रेखा ग्राम गौरी के प्लॉट संख्यांक 249/2 में से होकर जाती है और तब ग्राम सास्ती के प्लॉट संख्यांक 243 में से होकर ग्राम सास्ती और माट्रा की सम्मिलित सीमा के साथ-साथ होकर ग्राम सड़क की पश्चिमी सीमा के साथ-साथ जाती है और सास्ती कोयला खान की पट्टाधृति सीमा पर बिंदु "च" पर मिलती है।

च-छ रेखा सास्ती ग्राम में सास्ती कोयला खान की विद्यमान पट्टाधृति सीमा के साथ-साथ प्लॉट संख्यांक 224/2, 223, 217, 218, 221, 258/2, में से होकर जाती है और प्लॉट संख्यांक 256 और 258/2 की सम्मिलित सीमा पर बिंदु "छ" पर मिलती है।

छ-क रेखा, ग्राम सास्ती में से होकर सास्ती कोयला खान की विद्यमान पट्टाधृति सीमा के साथ-साथ प्लॉट संख्यांक 258/2, 258/1, 259/1, 259/2, 263, 262, 268, 264, 265 से होकर जाती है और प्लॉट सं० 474 और 475 की सम्मिलित सीमा पर आरंभिक बिंदु "क" पर मिलती है।

अनुसूची "ख"

सास्ती विद्युत परियोजना

वर्धा घाटी कोयला क्षेत्र

जिला चन्द्रपुर (महाराष्ट्र)

रेखांक सं० सी-1(ई)/iii/जे आर/243-882 ता० 11-8-82 (जिसमें यह भूमि वसित की गई है जिसमें खनिजों के खनन, खदान, बोर करने, उभकी खुदाई करने और उन्हें तलाश करने उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें से जाने के अधिकार अर्जित किए जाते हैं।)

खनन अधिकार

क्रमसं०	ग्राम का नाम	पट्टागामी साम्रा/सकिल सं०	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1.	सास्ती	सास्ती	राजुरा	चन्द्रपुर	197.53	भाग
2.	माट्रा	अहेरी	राजुरा	चन्द्रपुर	99.86	भाग
3.	गौरी	गौरी	राजुरा	चन्द्रपुर	334.14	भाग
4.	धोपतला	राजुरा	राजुरा	चन्द्रपुर	92.65	भाग
कुल क्षेत्र :					724.18 हेक्टर (लगभग)	
या					1789.52 एकड़ (लगभग)	

ग्राम सास्ती में अर्जित किए जाने वाले प्लॉट संख्यांक :

10 (भाग), 11, 12/1 (भाग), 12/2 (भाग), 12/3 (भाग), 12/4, 14 (भाग), 15, 16, 17/1, 17/2, 18 से 22, 23/1 (भाग) 23/2 (भाग), 24 (भाग), 37 (भाग), 38/1 (भाग), 38/2 (भाग) 41 (भाग), 167, 168 (भाग), 169 (भाग), 170 (भाग), 171, 172, 173/1 (भाग), 173/2, 243 (भाग), 353 से 355, 356 (भाग), 357, 358 (भाग), 359 (भाग), 368 (भाग), 369 (भाग), 370 (भाग), 397/1 (भाग), 397/2, 398/2 (भाग), 399, 400, 401/1, 401/2, 402/1 (भाग), 402/2, 403 (भाग), 404, 405 (भाग), 406, 407, 408 (भाग), 409 (भाग), 435/1 (भाग), 435/2 (भाग), 436 (भाग), 437 (भाग), 438, 439/1, 439/2, 440 से 455, 456/1, 456/2, 457, 458, 459/1, 459/2, 460 से 473, 475 (भाग), 476 (भाग), नाला (पी) और सड़क का एक भाग।

ग्राम माट्रा में अर्जित किए जाने वाले प्लॉट संख्यांक :

27 से 30, 31 (भाग), 32/1, 32/2, 33, 34, 35/1, 35/2, 36 से 39, 40/1, 40/2, 41, 42 (भाग), 43, 44, 45/1, 45/2, 45/3, 46/1, 46/2, 46/3, 46/4, 47 से 50, 51 (भाग), 52 (भाग), 53 (भाग), 54 (भाग), 55 (भाग), सड़क (पी) और नाले का एक भाग।

ग्राम गौरी में अर्जित किए जाने वाले प्लॉट संख्यांक :

1 से 9, 10 (भाग), 11 (भाग), 12 (भाग), 15 (भाग), 31 (भाग), 41 (भाग), 42/1, 42/2 (भाग), 42/3 (भाग), 43 से 49, 50 (भाग), 51 (भाग), 52 (भाग), 53 (भाग), 82 (भाग), 83 (भाग), 84 (भाग), 86 (भाग), 87 (भाग), 88 (भाग), 89 (भाग), 90 से 92, 126 से 131, 132/1, 132/2, 133/1, 133/2, 133/3, 134, 135, 136/1, 136/2, 137/1, 137/2, 137/3, 138/1, 138/2, 139 (भाग), 140 (भाग), 141 (भाग), 142 से 147, 148 (भाग), 149, 150/1, 150/2, 151 से 190, 191 (भाग), 210 (भाग), 211 (भाग), 212 (भाग), 213, 214 (भाग), 215/1 (भाग), 215/2 (भाग), 216 (भाग), 217 (भाग), 222 (भाग), 223 (भाग), 249/1 (भाग), 249/2 (भाग), 250 (भाग), 251 (भाग), 252/1, 252/3 (भाग), 264 (भाग), 265 (भाग), 274 (भाग), 275, 276 (भाग), 277 (भाग), 279 (भाग), 280, 281, 282 (भाग), 283/1, 283/2, 283/3, 283/4, 284/1, 284/2 (भाग), 284/3, 284/4 (भाग), 284/5 (भाग), 284/6 (भाग), 285 (भाग), 286 (भाग), 289 (भाग), 290 (भाग), 291 (भाग), 293 (भाग), 416/1, 416/2 (भाग), 417 (भाग), 418 से 422, 423/1, 423/2, 424 से 427, 428/1, 428/2, 429, 430/1, 430/2, 430/3, 430/4, 431 (भाग), 432 (भाग), 433 (भाग), 435 (भाग), 436/1, 436/2 (भाग), 436/3 (भाग), 437 (भाग), 438/2 (भाग), 439 (भाग), 440 (भाग), 517 (भाग), 518 (भाग), 519 से 521, 522 (भाग), 523, गाओधान, नाला (पी) और सड़क का एक भाग।

ग्राम धोपतला में अर्जित किए जाने वाले प्लॉट संख्यांक :

50 (भाग), 51 (भाग), 56 (भाग), 57 (भाग), 58 (भाग), 59 (भाग), 60 (भाग), 61, 62 (भाग), 63 (भाग), 64 (भाग), 65 (भाग), 66 (भाग), 67 (भाग), 75 (भाग), 78 से 79, 80 (भाग), 81, 82 (भाग), 83 (भाग), 88 (भाग), 89 (भाग) और सड़क का एक भाग।

सीमा वर्णन :

क-ख रेखा, सास्ती ग्राम में से प्लॉट संख्यांक 474 की उत्तरी सीमा पर से जाती है और फिर ग्राम सड़क और सास्ती नाले की दक्षिणी सीमा के साथ-साथ जाती है तथा ग्राम सास्ती और गौरी की सम्मिलित सीमा पर बिन्दु "ख" पर मिलती है।

ख-ग रेखा, सास्ती नाले की पूर्वी सीमा के साथ-साथ ग्राम गौरी में से जाती है और प्लॉट संख्यांक 192, 190 और 191 की सम्मिलित सीमा पर बिन्दु "ग" पर मिलती है।

ग-घ रेखा, ग्राम गौरी के प्लॉट संख्यांक 191, 211, 210, 212, 217, 215/1, 215/2, 216, 214, 222, 223 में से होकर जाती है और ग्राम सड़क की उत्तरी सीमा तथा प्लॉट संख्यांक 223 और 224 की सम्मिलित सीमा पर बिन्दु "घ" पर मिलती है।

घ-ङ रेखा, ग्राम सड़क की उत्तरी सीमा के साथ-साथ ग्राम गौरी से होकर जाती है और प्लॉट संख्यांक 248 और 249/2 की सम्मिलित सीमा पर बिन्दु "ङ" पर मिलती है।

ङ-च रेखा, ग्राम गौरी के प्लॉट संख्यांक 249/2 में से होकर जाती है और सब ग्राम सास्ती के प्लॉट संख्यांक 243 में से होकर ग्राम सास्ती और माट्रा की सम्मिलित सीमा के साथ-साथ होकर ग्राम सड़क की पश्चिमी सीमा के साथ-साथ जाती है और सास्ती कोयला खान की पट्टाधुति सीमा पर बिन्दु "च" पर मिलती है।

च-ज रेखा ग्राम सास्ती में प्लॉट संख्यांक 173/1, 170 और 168 में से होकर जाती है, फिर ग्राम धोपतला में प्लॉट संख्यांक 82, 83, 80, 89, 88, 67, 66, 65, 64, 63, 62, 51 और 50 से होकर जाती है जो सास्ती कोयला खान की विद्यमान पट्टाधुति सीमा भी है और ग्राम धोपतला और राजुरा की सम्मिलित सीमा पर बिन्दु "ज" पर मिलती है।

ज-झ रेखा, ग्राम धोपतला में प्लॉट संख्यांक 51, 60, 59, 58, 57, 56, 75 में से होकर जाती है, फिर ग्राम माट्रा में प्लॉट संख्यांक 55, 54, 53, 52, 51, 31 में से होकर जाती है और प्लॉट संख्यांक 30, 29, 27 की दक्षिणी सीमा के साथ-साथ जाकर ग्राम माट्रा और गौरी की सम्मिलित सीमा पर बिन्दु "झ" पर मिलती है।

झ-ञ रेखा, प्लॉट संख्यांक 250, 251, 252/3, 264, 265, 274, 276, 277, 279, 282, 293, 291, 290, 289, 284/4, 284/5, 284/2, 284/6, 285, 286, 416/2, 417, 431, 432, 433 में से होकर जाती है तथा पीनी पट्टे की विद्यमान पट्टाधुति सीमा पर प्लॉट संख्यांक 435 में बिन्दु "ञ" पर मिलती है।

ञ-ट रेखा, ग्राम गौरी के प्लॉट संख्यांक 435, 436/3, 436/2, 437, 438/2, 439, 440, 522, 518, 517, 11, 12, 15, 148, 141, 140, 139, 41, 42/3, 42/2, 31, 50 और 51 में से होकर जाती है, जो पीनी पट्टे की विद्यमान पट्टाधुति क्षेत्र की पूर्वी सीमा भी है और प्लॉट संख्यांक 51, 54 की सम्मिलित सीमा पर बिन्दु "ट" पर मिलती है।

ट-ठ रेखा, गौरी ग्राम के प्लॉट संख्यांक 52, 53, 89, 87, 86, 84, 83, 82 में से होकर जाती है फिर सास्ती ग्राम के प्लॉट संख्यांक 359, 358, 356, 368, 369, 370, 398/2, 397/1, 402/1, 403, 405, 409, 435/1, 435/2, 436, 24, 23/2, 23/1, 476, 37 में से होकर जाती है जो कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन अधिमूचना सं० 2241 तारीख 4-6-82 द्वारा

अज्ञित बलारपुर विस्तारण, ब्लॉक 1 की सम्मिलित सीमा भी है तथा वर्धा नदी के दक्षिणी किनारे पर बिन्दु "ठ" पर मिलती है।

ड-ड रेखा सास्ती ग्राम में वर्धा नदी की पश्चिमी सीमा के साथ-साथ जाती है और बिन्दु "क" पर मिलती है।

ड-क रेखा ग्राम सास्ती में प्लॉट संख्याक 37, 38/1, 38/2, 476, 41, 14, 12/1, 12/2, 12/3, 10 और 475 में से होकर जाती है जो कि विद्यमान सास्ती कांयला खान की पट्टाधुनि सीमा भी है तथा प्लॉट संख्याक 474 और 475 की सम्मिलित सीमा पर आरम्भिक बिन्दु "क" पर मिलती है।

[मं० 19/70-82-सी०एल०]

S. O. 1563.—Whereas by the notification of the Government of India in the Ministry of Energy, Department of Coal No. S.O. 2400 dated the 27th August 1981 under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated the 12th September 1981, the Central Government gave notice of its intention to prospect for coal in 1524.46 hectares (approximately) or 3767.08 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And whereas the Central Government is satisfied that coal is obtainable in a part of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire,—

(a) the lands measuring 676.79 hectares (approximately) or 1672.42 acres (approximately) described in Schedule 'A' appended hereto;

(b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 724.18 hectares (approximately) or 1789.52 acres (approximately) described in Schedule 'B' appended hereto.

Note 1:—The plans of the area covered by this notification may be inspected in the Office of the Collector, Chandrapur (Maharashtra) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of Western Coalfields Limited (Revenue Section), Coal Estate, Civil Lines, Nagpur-1 (Maharashtra).

Note 2:—Attention is hereby invited to the provisions of section 8 of the aforesaid Act which provide as follows:

OBJECTIONS TO ACQUISITION:—

"8(1) Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over such land.

Explanation:—It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing and the competent authority shall give the objector an opportunity of being heard either, in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry if any, as he thinks necessary, either make report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land or make different reports in respect of different parcels of such land or of rights in or over such land to the Central Government, containing his recommendations on the objections together with the record of the proceedings held by him for the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in and who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3:—The Coal Controller, 1, Council House Street, Calcutta, has been appointed by the Central Government as the competent authority under the Act.

SCHEDULE 'A'

Saati Opencast Project
Wardha Valley Coalfield
District Chandrapur (Maharashtra)
Plan No. C-1(E)/III/JR/243-882 dt. 11-8-1982

ALL RIGHTS (showing lands to be acquired)

Sl. No.	Village	Patwari Saza/ Circle No.	Tehsil	District	Area in hectares	Remarks
1.	Saati	Saati	Rajura	Chandrapur	387.77	Part
2.	Gauri	Gauri	Rajura	Chandrapur	289.02	Part
Total Area: 676.79 hectares (approximately) OR 1672.42 acres (approximately)						

Plot numbers to be acquired in village Saati:

217(p), 218(p), 221(p), 222, 223(p), 224/2(p), 225 to 230, 231/1, 231/2, 232 to 234, 235/1, 235/2, 235/3, 236 to 242, 243(p), 244 to 253, 254/1, 254/2, 255/1, 255/2, 256, 258/1(p), 258/2(p), 259/1(p), 259/2(p), 259/3, 260, 261, 262(p), 263(p), 264(p), 265(p), 266, 267, 268(p), 269 to 275, 276/1, 276/2, 276/3, 277 to 285, 286/1, 286/2, 287 to 295, 296/1, 296/2, 297, 298, 299/1, 299/2, 300/1, 300/2, 301, 302/1, 302/2, 303 to 309, 310/1, 310/2, 311, 312/1, 312/2, 313 to 318, 319/1, 319/2, 319/3, 320 to 337, 338/1, 338/2, 339, 340/1A, 340/1B, 340/1C, 340/1D, 340/2, 341 to 343, 344/1, 344/2, 344/3, 344/4, 345/1, 345/2, 345/3, 345/4, 345/5, 346, 347/1, 347/2, 348 to 352, 474 and part of a road.

Plot numbers to be acquired in village Gauri:

93, 94/1, 94/2, 94/3, 94/4, 95 to 97, 98/1, 98/2, 99 to 102, 103/1, 103/2, 104 to 107, 108/1, 108/2, 109 to 125, 191(p), 192, 193, 194/1, 194/2, 194/3, 195, 196/1, 196/2, 197/1, 197/2, 197/3, 198 to 208, 209/1, 209/2, 209/3, 210(p), 211(p), 212(p), 214(p), 215/1(p), 215/2(p), 216(p), 217(p), 218 to 221/1, 222(p), 223(p), 224

224, 225/1, 225/2, 225/3, 226/1, 226/2, 227 to 248, 249/1(p) and 249/2(p).

Boundary description

- A—B** Line passes through village Sasti on the Northern boundary of plot No. 474 then proceeds along the southern boundary of village road and Sasti Nallah and meets on the common boundary of villages Sasti and Gauri at point 'B'.
- B—C** Line passes through village Gauri along the eastern boundary of Sasti Nallah and meets on the common boundary of plot Nos. 192, 190 and 191 at point 'C'.
- C—D** Line passes through village Gauri in plot Nos. 191, 211, 210, 212, 217, 215/1, 215/2, 216, 214, 222, 233 and meets on the northern boundary of village road and common boundary of plot Nos. 223 and 224 at point 'D'.
- D—E** Line passes through village Gauri along the northern boundary of village road and meets on the common boundary of plot Nos. 248 and 249/2 at point 'E'.
- E—F** Line passes through village Gauri in plot Nos. 249/2, 249/1, then proceeds through village Sasti in plot No. 243 and along the common boundary of villages Sasti and Mathra then proceeds along the western boundary of village road and meets on the existing lease hold boundary of Sasti colliery at point 'F'.
- F—G** Line passes through village Sasti along the existing lease hold boundary of Sasti colliery through plot Nos. 224/2, 223, 217, 218, 221, 258/2, and meets on the common boundary of plot Nos. 256 and 258/2 at point 'G'.
- G—A** Line passes through village Sasti along the existing lease hold boundary of Sasti colliery through plot Nos. 258/2, 258/1, 259/1, 259/2, 263, 262, 268, 264, 265 and meets on the common boundary of plot Nos. 474 and 475 at the starting point 'A'.

SCHEDULE 'B'

Sasti Oponcast Project

Wardha Valley Coalfield

District Chandrapur (Maharashtra)

PLAN No. C-1(E)III/JR/243-882 dt. 11-8-82 (Showing lands where rights to mine, quarry, bore, dig and search for, win, work and carry away minerals are to be acquired).

MINING RIGHTS

Sl. No.	Village	Patwari Siza/ Circle No.	Tehsil	District	Area in hec- tares	Re- marks
1.	Sasti	Sasti	Rajura	Chandra- pur	197.53	Part
2.	Mathra	Aheri	-do-	-do-	99.86	Part
3.	Gauri	Gauri	-do-	-do-	334.14	Part
4.	Dhoptala	Rajura	-do-	-do-	92.65	Part
Total Area: 724.18 hectares (approximately) OR 1789.52 acres (approximately)						

Plot numbers to be acquired in village Sasti:

10(p), 11, 12/1(p), 12/2(p), 12/3(p), 12/4, 14(p), 15, 16 17/1, 17/2, 18 to 22, 23/1(p), 23/2(p), 24(p), 37(p), 38/1(p), 38/2(p), 41(p), 167, 168(p), 169(p), 170(p), 171, 172, 173/1(p), 173/2, 243(p), 353 to 355, 356(p), 357, 358(p), 359(p), 368(p), 369(p), 370(p), 397/1(p), 397/2, 398/2(p), 399, 400, 401/1, 401/2, 402/1(p), 402/2, 403(p), 404, 405(p), 406, 407, 408(p), 409(p), 435/1(p), 435/2(p), 436(p), 437(p), 438, 439/1, 439/2, 440 to 455, 456/1, 456/2, 457, 458, 459/1, 459/2, 460 to 473, 475(p), 476(p), Nalla (p) and part of the road.

Plot numbers to be acquired in village Mathra:

27 to 30, 31(p), 32/1, 32/2, 33, 34, 35/1, 35/2, 36 to 39, 40/1, 40/2, 41, 42(p), 43, 44, 45/1, 45/2, 45/3, 46/1, 46/2, 46/2, 46/3, 46/4, 47 to 50, 51(p), 52(p), 53(p), 54(p), 55(p), road (p) and part of a Nalla.

Plot numbers to be acquired in the village Gauri:

1 to 9, 10(p), 11(p), 12(p), 15(p), 31(p), 41(p), 42(1), 42/2(p), 42/3(p), 43 to 49, 50(p), 51(p), 52(p), 53(p), 82(p), 83(p), 84(p), 86(p), 87(p), 88(p), 89(p), 90 to 92, 126, to 131, 132/1, 132/2, 133/1, 133/2, 133/3, 134, 135, 136/1, 136/2, 137/1, 137/2, 137/3, 138/1, 138/2, 139(p), 140(p), 141(p), 142 to 147, 148(p), 149, 150/1, 150/2, 151 to 190, 191(p), 210(p), 211(p), 212(p), 213, 214(p), 215/1(p), 215/2(p), 216(p), 217(p), 222(p), 223(p), 249/1(p), 249/2(p), 250(p), 251(p), 252/1, 252/3(p), 264(p), 265(p), 274(p), 275, 276(p), 277(p), 279(p), 280, 281, 282(p), 283/1, 283/2, 283/3, 283/4, 284/1, 284/2(p), 284/3, 284/4(p), 284/5(p), 284/6(p), 285(p), 286(p), 289(p), 290(p), 291(p), 293(p), 416/1, 416/2(p), 417(p), 418 to 422, 423/1, 423/2, 424 to 427, 428/1, 428/2, 429, 430/1, 430/2, 430/3, 430/4, 431(p), 439(p), 433(p), 435(p), 436/1, 436/2(p), 436/3(p), 437(p), 438/2(p), 439(p), 440(p), 517(p), 518(p), 519 to 521, 522(p), 523 Gaothan, Nallah (p) and part of the road.

Plot numbers to be acquired in village Dhoptala

50(p), 51(p), 56(p), 57(p), 58(p), 59(p), 60(p), 6., 62(p), 63(p), 64(p), 65(p), 66(p), 67(p), 75(p), 76 to 79, 80(p), 81, 82(p), 83(p), 83(p), 88(p), 89(p) and part of a road.

Boundary description :

A—B }
B—C } As per boundary description indicated for All
C—D } Rights Area.
D—E }
E—F }

F—H Line passes through village Sasti in Plot No. 173/1 170 and 168 then proceeds through village Dhoptala in plot Nos. 82, 83, 80, 89, 88, 67, 66, 65, 64, 63, 62, 51 and 50 which is also existing lease hold boundary of Sasti colliery and meets on the common boundary of villages Dhoptala and Rajura at point 'B'.

H—I Line passes through village Dhoptala in plot Nos. 51, 60, 59, 58, 57, 56, 75 then proceeds through village Mathra in plot Nos. 55, 54, 53, 52, 51, 31 and along the southern boundary of plot Nos. 30, 29, 27 and meets on the common boundary of villages Mathra and Gauri at point 'F'.

I—J Line passes through village Gauri in plot Nos. 250, 251, 252/3, 264, 265, 274, 276, 277, 279, 282, 293, 291, 290, 289, 284/4, 284/5, 284/2, 284/6, 285, 286, 416/2, 417, 431

432, 433 and meets in plot No. 435 on the existing lease hold boundary of Pouni lease at point 'J'.

J-K. Line passes through village Gauri in plot Nos. 435 436/3, 436/2, 437, 438/2, 439, 440, 522, 518, 517, 11, 12, 15, 148, 141, 140, 139, 41, 42/3, 42/2, 31, 50, and 51 which is also an eastern boundary of the existing lease hold area of Pouni lease and meets on the common boundary of plot Nos. 51, 54 at point 'K'.

K-L. Line passes through village Gauri in plot Nos. 52 53, 89, 87, 86, 84, 83, 82 then proceeds through village Sasti in plot Nos. 359, 358, 356, 368, 369 370, 398/2, 397/1, 402/1, 403, 405, 409, 435/1, 435/2, 436, 24, 23/2, 23/1, 476, 37 which is also a common boundary of Ballarpur Extension Block-I acquired under section 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 vide notification S.O. No. 2241 dated 4-6-82 and meets on southern bank of Wardha River at point 'L'.

L-M. Line passes through village Sasti along the western boundary of Wardha River and meets at point 'M'.

M-A. Line passes through village Sasti in plot Nos. 37, 38/1 38/2, 476, 41, 14, 12/1, 12/2, 12/3, 10 and 475 which is

also lease hold boundary of existing Sasti colliery and meets on the common boundary of plot Nos. 474 and 475 at the starting point 'A'.

[No.19/70/82-CL]

कां०अ० 1564--केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपरोक्त अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है;

2. इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निरोक्षण वैस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) कोयला एस्टेट, सिविल लाइन्स नागपुर-440001 में या कलकटर बैंगल, मध्य प्रदेश के कार्यालय में अथवा कोयला निंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितबद्ध सभी व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों, और अन्य दस्तावेजों को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से 90 दिन के भीतर राजस्व अधिकारी वैस्टर्न कोलफील्ड्स लिमिटेड, कोयला एस्टेट, सिविल लाइन्स, नागपुर-440001 को भेजेंगे।

अनुसूची

पथखेड़ा पश्चिमी ब्लॉक सं० 1

पथखेड़ा कोयला क्षेत्र

जिला बैतूल (मध्य प्रदेश)

रेखांक सं० ग-1(5)/III/एक०एक०आर/242/882 तारी० 3-8-1982

(पूर्वोक्षण के लिए अधिसूचित भूमि वर्णित करने वाला)

क्रम सं०	ग्राम	पुमिस चौकी सं०	तहसील	जिला	हेक्टर में क्षेत्र	टिप्पणी
1.	शोभापुर	23	बैतूल	बैतूल	100.00	भाग
2.	छत्तरपुर	23	बैतूल	बैतूल	1202.00	सम्पूर्ण
3.	केरिया उमरी	23	बैतूल	बैतूल	620.00	सम्पूर्ण
4.	सालैय्या	24	बैतूल	बैतूल	110.00	भाग
5.	बागडोना	23	बैतूल	बैतूल	195.00	भाग
6.	एम०पी०ई०बी०	—	बैतूल	बैतूल	3.00	भाग
कुल क्षेत्र :					2230.00 हेक्टर	
या					5510.33 एकड़ (लगभग)	

सीमा-वर्णन

क-ख रेखा ग्राम बागडोना में से एम पी ई बी को रेल साइडिंग भूमि की दक्षिणी सीमा के साथ-साथ जाती है और बिन्दु 'ख' पर मिलती है।

ख-ग रेखा भागतः ग्राम बागडोना और आरक्षित वन की सम्मिलित सीमा के साथ-साथ जाती है और फिर ग्राम बागडोना से से जाती है और ग्राम छत्तरपुर और बागडोना को सम्मिलित सीमा पर बिन्दु 'ग' पर मिलती है।

ग-घ रेखा भागतः ग्राम छत्तरपुर और बागडोना की सम्मिलित सीमा के साथ-साथ जाती है और भागतः ग्राम बागडोना और शोभापुर की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु 'घ' पर मिलती है।

घ-ङ-च

रेखा, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन अर्जित पथखेड़ा ब्लॉक III की पश्चिमी और उत्तरी सीमा के साथ-साथ जाती है, देखिए अधिसूचना का आ०सं० 2017 तारीख 9 सितम्बर, 1979, और बिन्दु 'च' पर मिलती है।

च-छ-ज-झ

रेखा तथा नदी की मध्य रेखा के साथ-साथ जाती है और बिन्दु 'झ' पर मिलती है।

झ-ञ

रेखा, ग्राम केरिया उमरी और आरक्षित वन की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु 'ज' पर मिलती है।

ज-ट-ड-ढ-क

रेखा भागतः ग्राम केरिया-उमरी और सालैय्या की सम्मिलित सीमा के साथ-साथ जाती है और ग्राम सालैय्या तथा बागडोना में से होकर आरम्भिक बिन्दु 'क' पर मिलती है।

[सं० 19/79-82 सी०एल]

S.O. 1564—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, Therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area covered by this notification can be inspected at the Office of the Western Coalfields Limited (Revenue Section), Coal Estate, Civil Lines, Nagpur-440001 or at the Office of the Collector, Betul, Madhya Pradesh or at the Office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440001 within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Pathakhara Western Block No. 1

Pathakhara Coalfield

District Betul (Madhya Pradesh)

Plan No. C-1(E)/III/FFR/242--882

Date : 3-8-1982

(Showing Land Notified for Prospecting)

Sl. No.	Village	P.C. No.	Tehsil	Dist- rict	Area in Hectares	Re- marks
1.	Sobhapur	23	Betul	Betul	100.00	Part
2.	Chhattarpur	23	Betul	Betul	1202.00	Full
3.	Keria Umri	23	Betul	Betul	620.00	Full
4.	Salaiya	24	Betul	Betul	110.00	Part
5.	Bagdona	23	Betul	Betul	195.00	Part
6.	M.P.E.B.	—	Betul	Betul	3.00	Part
Total Area :					2230.00 Hectares	
Or					5510.33 Acres	
						(Approximately)

Boundary Description

A—B Line passes through village Bagdona along southern boundary of MPEB's railway siding land and meets at point 'B'.

B—C Line passes partly along the common boundary of village Bagdona and reserved forest and again passes through village Bagdona and meets at common boundary of villages Chhattarpur and Bagdona at point 'C'.

C—D Line passes partly along the common boundary of villages Chhattarpur and Bagdona, and partly along the common boundary of villages Bagdona and Shobhapur and meets at point 'D'.

D-E-F Line passes along the Western and northern boundary of Pathakhara Block III acquired under section 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 vide notification S.O. No. 2017 dated the 9th September, 1979 meets at point 'F'.

F-G-H-I Line passes along the Central line of River Tawa and meets at point 'I'.

I—J Line passes along the common boundary of village Keria-Umri and reserved forest and meets at point 'J'.

J-K-L-M-A Line passes partly along the common boundary of villages Keria-Umri and Salaiya and proceeds through villages Salaiya and Bagdona and meets starting point 'A'.

[No. 19/79/82-CL]

का०आ० 1563—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाययुक्त अनुसूची में उल्लिखित भूमि में कोयला अधिप्राप्त किए जाने की संभावना है,

अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निरीक्षण बैस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) कोल एस्टेट मिजिल लाईंस, नागपुर, 440001 के कार्यालय में या कोलबंदर बिलासपुर (मध्य प्रदेश) के कार्यालय में अथवा कोयला नियंत्रक, 1 काउन्सिल हाउस स्ट्रीट, कोलकाता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में जिनबद्ध सभी व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शा चार्टों और अन्य दस्तावेजों, को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से 90 दिन के भीतर राजस्व अधिकारी बैस्टर्न कोलफील्ड्स लिमिटेड, कोल एस्टेट मिजिल लाईंस, नागपुर को भेजेंगे।

अनुसूची

कुममुंडा III—ब्लाक

(कोयला कोलफील्ड्स)

जिला बिलासपुर (मध्य प्रदेश)

रेखांक सं० सी-1(ई) III/बी आर/239-882 तारीख 2-8-82

(पूर्वेक्षण के लिए अधिसूचित भूमियों को दर्शाने वाला)

क्रम सं०	ग्राम	तहसील	पटवारी हलका सं०	खेबट सं०	जिला	क्षेत्र हैक्टर में	टिप्पण
1	दिपका	कुममुंडा	49	3	बिलासपुर	626.559	भाग
2	शाबर	मयोक्त-	19	4	मयोक्त-	284.668	पूर्ण

1	2	3	4	5	6	7	8
3.	मलगाँव	कठघोड़ा	49	37	बिलासपुर	222.416	पूर्ण
1	झिंगतपुर	-यथोक्त-	49	39	-यथोक्त-	127.630	भाग
5	बेलटिकारी	-यथोक्त-	49	5	-यथोक्त-	194.529	भाग
6.	बिझारा	-यथोक्त-	49	2	-यथोक्त-	208.409	पूर्ण
7	बटारी	-यथोक्त-	49	1	-यथोक्त-	567.953	पूर्ण
8.	मिरकी	-यथोक्त-	46	30	-यथोक्त-	529.755	पूर्ण
9.	तिवरटा	-यथोक्त-	46	29	-यथोक्त-	829.923	पूर्ण
10	रेकी	-यथोक्त-	55	55	-यथोक्त-	843.828	पूर्ण
11.	चैनपुर	-यथोक्त-	55	40	-यथोक्त-	586.095	पूर्ण
12	मृवाभंशी	-यथोक्त-	55	38	-यथोक्त-	202.760	पूर्ण
13	हरदी बाजार	-यथोक्त-	55	56	-यथोक्त-	429.247	पूर्ण
14	आमगाँव	-यथोक्त-	55	36	-यथोक्त-	329.848	पूर्ण
15.	रतीजा	-यथोक्त-	56	61	-यथोक्त-	1033.917	पूर्ण
16.	अण्डीकच्छार	-यथोक्त-	56	45	-यथोक्त-	726.031	पूर्ण
कुल योग						7743.568 हेक्टर	
लगभग) या						19134.74 एकड़ लगभग	

सीमा वर्णन

क-ख	रेखा, ग्राम दिपका और धुरेना को सम्मिलित सीमा ग्राम-माथ जाती है और बिन्दु 'ख' पर मिलती है।
ख-ग-घ	रेखा, ग्राम छिपका बिझारा, बटारी, तिवरि की उत्तरी सीमा के माथ-माथ जाती है और बिन्दु 'घ' पर मिलती है।
घ-ङ-च-छ-ज-झ	रेखा, ग्राम तिवरि, रतिजा अण्डी कच्छार की पश्चिमी सीमा के माथ-माथ जाती है और बिन्दु 'झ' पर मिलती है।
झ-ट-ड-ड-ड	रेखा, ग्राम अण्डीकच्छार रेकी, हरदीबाजार की दक्षिणी सीमा तथा आमगाँव की दक्षिणी और दक्षिण पूर्वी सीमा के माथ-माथ जाती है और बिन्दु 'ड' पर मिलती है।
ड-ण-क	रेखा, कुसमुडा ब्लॉक II की पश्चिमी सीमा के माथ माथ जो कांआमं 3068 तारीख 19-10-81 द्वारा अधिसूचित की गई थी, जाती है और बिन्दु 'क' पर मिलती है।

[नं० 19/80/82-मीएल]

S.O. 1565—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the schedule hereto annexed.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area covered by this notification can be inspected at the Office of the Western Coalfields Limited (Revenue Section), Coal Estate Civil Lines, Nagpur-440001 or at the Office of the Collector, Bilaspur (Madhya Pradesh) or at the Office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the land covered by this notification shall deliver all maps; Charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Western Coalfields Limited, Coal Estate Civil Lines Nagpur within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

KUSMUNDA-III-BLOCK

(KORBA COALFIELDS)

District Bilaspur (Madhya Pradesh)

Plan No.—C-1(E)-III/DR/239—882

Dated 7-8-82.

(Showing Land Notified for Prospecting)

Sl. No.	Village	Tahsil	Patwari Halka No.	Khewat No.	District	Area in Hectares	Remarks
1	2	3	4	5	6	7	8
1	Dipka	Katghora	49	3	Bilaspur	626.559	Part
2	Jhabar	-do-	49	4	-do-	284.668	Full
3	Malgoan	-do-	49	37	-do-	222.416	Full
4	Jhingatpur	-do-	49	39	-do-	127.630	Part
5	Beltiksi	-do-	49	5	-do-	194.529	Part

1	2	3	4	5	6	7	8
6. Binjhra		Katghora	49	2	Bilaspur	203.409	Full
7. Batari		-do-	49	1	-do-	567.953	Full
8. Sirki		-do-	46	30	-do-	529.755	Full
9. Tiwarta		-do-	46	29	-do-	829.923	Full
10. Renki		-do-	55	55	-do-	843.828	Full
11. Chainpur		-do-	55	40	-do-	586.095	Full
12. Suwabhandi		-do-	55	38	-do-	202.760	Full
13. Hardi Bazar		-do-	55	56	-do-	429.247	Full
14. Amgaon		-do-	55	36	-do-	329.848	Full
15. Ratija		-do-	56	61	-do-	1033.917	Full
16. Andikachhar		-do-	56	45	-do-	726.031	Full

Grand Total : 7743.568

Hectares

(approximately)

Or 19134.743 Acres
(approximately)

BOUNDARY DESCRIPTION

A-B Line passes along the common boundary of villages Dipka and Dhurena and meets at point 'B'.

B C-D Line passes along the northern boundary of villages, Dipka, Binjhra, Batari, Tiwarta and meets at point 'D'.

D-E-F- Line passes along the western boundary of villages, G-H-I Tiwarta, Ratija, Andikachhar and meets at point 'I'.

I-J-K- Line passes along the southern boundary of villages L-M-N Andikachhar, Renki, Hardi Bazar, and southern and south-eastern boundary of Amgaon village and meets at point 'N'.

N-O-A. Line passes along the western boundary of Kusmunda Block-II notified vide S.O. No. 3068, dated 19-10-81 and meets at starting point 'A'.

[No. 19/80/82-CL]

का०आ० 1566.—केंद्रीय सरकार को यह प्रतीत होता है कि इसमें उपाबद्ध अधिसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः, केंद्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रवृत्त शक्तियां का प्रयोग करते हुए कोयले का पर्वक्षण करने के अपने आशय की सूचना देती है ,

2 इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निरीक्षण बैस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) कोयला एस्टेट मिडिल लाइन्स नागपुर 440001 के कार्यालय में या कलक्टर रायगढ़ (मध्य प्रदेश) के कार्यालय में अथवा कोयला नियन्त्रक, 1 काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी तथ्यों, बातों और अन्य दस्तावेजों को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से 90 दिन के भीतर रोजस्व अधिकारी बैस्टर्न कोलफील्ड्स लिमिटेड, कोयला एस्टेट, मिडिल लाइन्स, नागपुर 440001 को भेजेंगे।

अधिसूची

धर्मजय राठोडा ब्लॉक

(मंड—रायगढ़ कोयला क्षेत्र)

जिला रायगढ़ (मध्य प्रदेश)

रेखांक सं० सी-1(ई)/III/डी आर/240-882

तारीख 2-8-82

(पर्वक्षण के लिए अधिसूचित भूमि)

क्रमसं०	ग्राम	तहसील	पटवारी ब्लॉक सं०	खेबट सं०	जिला	हेक्टर में क्षेत्र	टिप्पणियां
1	2	3	4	5	6	7	8
1	भमपीटीकरा	धर्मजयगढ़	2	1	रायगढ़	416.827	पूर्ण
2	सहस्रीनगर यू/एस*	यथोक्त-	3	—	यथोक्त-	390.118	पूर्ण
3	अंगना	"	37	12	"	1222.557	पूर्ण
4	भडारी मुदा यू/एस*	"	37	—	"	35.483	पूर्ण
5	धर्मजयगढ़	"	40	116	"	1941.024	पूर्ण

1	2	3	4	5	6	7	8
6	मेडारमार	धर्मजयगढ़	40	195	रायगढ़	157.018	पूर्ण
7	डारीरिह	"	41	112	"	630.501	पूर्ण
8	बाईसी कापोंजी	"	41	—	"	794.00	पूर्ण
9	धर्मजयगढ़ कालानी	"	41	—	"	859.00	पूर्ण
10	दुर्गापुर	"	42	114	"	791.971	पूर्ण
11	साहापुर	"	42	316	"	282.066	पूर्ण
12	नगईमार	"	42	105	"	418.850	पूर्ण
13	बाईसी	"	42	164	"	331.028	पूर्ण
14	कोहलार	"	42	46	"	940.896	पूर्ण
15	शेरबान्दीजा रतार (वन ब्लॉक)	"	(278 से 286 खंड)			1952.100	पूर्ण

कुल योग क्षेत्र 11163.739

हेक्टर (लगभग) या 27586.16 ए.कड़ (लगभग)

यु/गु/अमर्षक्षण के लिए

सीमा वर्णन

- क-ख रेखा ग्राम धर्मजयगढ़ और आरक्षित वन की सामान्य सीमा के साथ साथ जाती है और बिन्दु 'ख' पर मिलती है।
- ख-ग रेखा ग्राम धर्मजयगढ़ की उत्तरी सीमा के जो कि ग्राम मेसीपार गबरधनरी का दक्षिणी सीमा पर भी है, साथ-साथ जाती है और बिन्दु 'ग' पर मिलती है।
- ग-घ रेखा ग्राम अमर्षाटिकरा, गबरधनरी की सम्मिलित सीमा के साथ साथ जाती है और बिन्दु 'घ' पर मिलती है।
- घ-ङ रेखा ग्राम अमर्षाटिकरा, लक्ष्मीपुर की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु 'ङ' पर केंद्रा नदी की मध्य रेखा से मिलती है।
- ङ-च रेखा नदी केंद्रा की मध्य रेखा से आरम्भ होती है और ग्राम लक्ष्मी नगर तथा आरक्षित वन की सामान्य सीमा के साथ-साथ जाती है और बिन्दु 'च' पर मिलती है।
- च-ज रेखा ग्राम लक्ष्मीनगर और आरक्षित वन की सामान्य सीमा के साथ साथ जाती है और नदी मंड की मध्य रेखा बिन्दु 'ज' पर मिलती है।
- ज-झ रेखा मंड नदी की मध्य रेखा के साथ साथ जाती है और बिन्दु 'झ' पर मिलती है।
- झ-ञ रेखा मंड नदी की मध्य रेखा और उसके बाय कोहलार खादगाव गांव की सम्मिलित सीमा के साथ साथ जाती है और बिन्दु 'ञ' पर मिलती है।
- ञ-ट रेखा ग्राम कोहलार, बाईसी कापोंजी की दक्षिणी सीमा के साथ साथ जाती है और बिन्दु 'ट' पर मिलती है।
- ट-ठ रेखा आरक्षित वन शेरबान्दीजा पात्रा ब्लॉक की दक्षिणी सीमा के साथ साथ जाता है और बिन्दु 'ठ' पर मिलती है।

ठ-ड रेखा आरक्षित वन शेरबान्दीजा पात्रा ब्लॉक की पूर्वी सीमा के साथ साथ जाती है और बिन्दु 'ड' पर मिलती है।

ड-ण रेखा ग्राम डारीरिह, भोंगना की दक्षिणी सीमा के साथ साथ जाती है और बिन्दु 'ण' पर मिलती है।

ण-त रेखा ग्राम भोंगना और आरक्षित वन की सम्मिलित सीमा के साथ साथ जाती है और बिन्दु 'त' पर मिलती है।

त-क रेखा ग्राम भोंगना मंडारीमुडा और आरक्षित वन की सम्मिलित सीमा के साथ साथ जाती है और आरक्षित बिन्दु 'क' पर मिलती है।

[सं० 19/81/82-सी एन]

प्रो० सरकार संयुक्त सचिव

S.O. 1566.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed.

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan of the area covered by this notification can be inspected at the Office of the Western Coalfields Limited (Revenue Section), Coal Estate Civil Lines, Nagpur-440001 or at the Office of the Collector, RAIGARH (Madhya Pradesh) or at the Office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Western Coalfields Limited, Coal Estate Civil Lines, Nagpur-440 001 within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

DHARAMJAIGARH BLOCK

(Mand-Raigarh Coalfields)

DISTRICT RAIGARH (MADHYA PRADESH)

Plan No C-1(I)/III/DR/240-882

Dated 2-8-82

(Showing Land Notified for Prospecting)

Serial No.	Village	Tahsil	Patwar Halka No.	Khewat No.	District	Area in Hectares	Remarks
1. Amlitikra		Dharam-					
		Jaigarh	2	1	Raigarh	416.827	Full
2. Luxminagar U/S*		-do-	3	—	-do-	390.118	Full
3. Ongna		-do-	37	12	-do-	1222.557	Full
4. Bhandarimuda U/S*		-do-	37	—	-do-	35.483	Full
5. Dharamjaigarh		-do-	40	116	-do-	1941.024	Full
6. Medarmar		-do-	40	195	-do-	157.018	Full
7. Darridih		-do-	40	112	-do-	630.501	Full
8. Baisi Colony		-do-	41	—	-do-	794.000	Full
9. Dharamjaigarh Colony		-do-	41	—	-do-	859.000	Full
10. Durgapur		-do-	42	114	-do-	791.971	Full
11. Sahpur		-do-	42	216	-do-	232.066	Full
12. Taraimar		-do-	42	105	-do-	418.850	Full
13. Baisi		-do-	42	164	-do-	331.028	Full
14. Koilar		-do-	42	46	-do-	940.896	Full
15. Sherbandija Katra (Forest Block)		-do-	(278 to 286 compartment)			1952.400	Full

Grand Total Area : 11163.739

Hectares (approximately)

Or

27586.16 Acres (approximately)

U/s *Stands for un-surveyed.

BOUNDARY DESCRIPTION

- A—B Line passes along the common boundary of village Dharamjaigarh and reserve forest and meets at point 'B'.
- B—C Line passes along the northern boundary of villages Dharamjaigarh which is also southern boundary of villages Semipat, Gabardhutri and meets at point 'C'.
- C—D Line passes along the common boundary of villages Amlitikra, Gabardhutri and meets at point 'D'.
- D—E Line passes along the common boundary of villages Amlitikra, Luxmipur and meets centre line of river Kerja at point 'E'.
- E—F—G Line starts from the centre line of river Kerja and passes along the common boundary of village Luxminagar and reserve forest and meets at point 'G'.
- G—H Line passes along the common boundary of village Luxminagar and reserve forest and meets centre line of river Mand at point 'H'.
- H—I Line passes along the centre line of river Mand and meets at point 'I'.
- I—J Line starts from the centre line of river Mand then along the common boundary of villages Koilar, Khadgaon and meets at point 'J'.
- J—K Line passes along the southern boundary of villages Koilar, Baisi Colony and meets at point 'K'.
- K—L Line passes along the southern boundary of reserve forest Sherbandija Patra Block and meets at point 'L'.
- L—M—N Line passes along the eastern boundary of reserve forest Sherbandija Patra Block and meets at point 'N'.
- M—O—P Line passes along the southern boundary of villages Darridih, Ongna and meets at point 'P'.
- P—Q Line passes along the common boundary of villages Ongna and reserve forest and meets at point 'Q'.
- Q—A Line passes along the common boundary of villages Ongna, Bhandarimuda and reserve forest and meets at starting point 'A'.

[No. 19/81/82-CL]

P. SARKAR, Jr. Secy.

(पेट्रोलियम विभाग)

नई दिल्ली, 3 मार्च, 1983

का. आ. 1547.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हिंसा में यह आवश्यक है कि गजरात राज्य में विरा-

गाम से सी.टी.एफ. कलोल तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एनद्राबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जन करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करके हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्त कि उक्त भूमि में हिलबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाइन बिछाने के लिए आक्षेप मक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकर-पुरा रोड, बड़ोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टता यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

विरमगाम से सी.टी.एफ. कलोल तक पाइप लाइन बिछाने के लिए
राज्य : गुजरात जिला : मेहसाना तालुका : कडो

गांव	सर्वे न०	हेक्टेयर	ए	आर	ई	सेटीयार
कोलाद	287	0	13	80		
	251	0	19	80		
	250	0	09	30		
	249	0	14	25		
	कार्ट ट्रैक	0	00	90		
	207/1	0	15	75		
	207/2	0	23	55		
	208	0	13	50		
	246/1	0	00	20		
	245	0	07	65		
	243	0	12	75		
	242	0	07	80		
	240	0	06	75		
	234/1	0	06	75		
	234/2	0	01	50		
	233/1/ए	0	06	15		
	216	0	04	80		
	218/1	0	11	55		
	218/2	0	02	55		
	218/3	0	03	60		
	218/4	0	04	05		
	219	0	11	25		
	कार्ट ट्रैक	0	02	25		
	141	0	09	45		
	137	0	79	50		

(Department of Petroleum)

New Delhi, the 3rd March, 1983

S.O. 1567.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Viramgam to C.T.F. Kalol in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from Viramgam to CTF Kalol.
State : Gujarat District : Mehsana Taluka : Kadi

Village	Survey No.	Hec-tare	Are	Centiare
Kolad	287	0	13	80
	251	0	19	80
	250	0	09	30
	249	0	14	25
	Cart track	0	00	90
	207/1	0	15	75
	207/2	0	23	55
	208	0	13	50
	246/1	0	00	20
	245	0	07	65
	243	0	12	75
	242	0	07	80
	240	0	06	75
	234/1	0	06	75
	234/2	0	01	50
	233/1/A	0	06	15
	216	0	04	80
	218/1	0	11	55
	218/2	0	02	55
	218/3	0	03	60
	218/4	0	04	05
	219	0	14	25
	Cart track	0	02	25
	141	0	09	45
	137	0	79	50

[No. 12016/2/83-Prod]

का. प्र. 1548.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से सी. टी. एफ. कलोल तक पेट्रोलियम के परि-

वहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

वशर्त कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देख-भाल प्रभाग, मणरपुरा, रोड, वडोदरा-8 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टता यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सूचनाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

विरमगाम से सी० टी० एफ० कलोल तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात	ज़िला : मेहसाना	तालुका : कड़ी		
गांव	सर्वे नं०	हेक्टेयर ए आरई सेंटीयार्		
फतेहपुर	67/2	0	17	70
	67/1	0	19	50
	66	0	09	30
	65	0	21	60
	64	0	10	80
	63/पी	0	06	60
	63/पी	0	09	45
	61	0	06	00
	59	0	21	75
	60	0	07	10
	45	0	00	40
	44	0	13	48
	26	0	06	00
	27	0	24	75
	22	0	08	10
	23	0	00	15
	21/2/बी	0	04	35
	19	0	12	00

[मं० 12016/3/83-प्रॉड]

S.O. 1568.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Viramgam to C.T.F. Kalol in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act,

1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodra (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from Viramgam to C.T.F. Kalol

State : Gujarat District : Mehsana Taluka : Kadi

Village	Survey No.	Hec-tare	Acre	Cent-tiare
Fatehpur	67/2	0	17	70
	67/1	0	19	50
	66	0	09	30
	65	0	21	60
	64	0	10	80
	63/P	0	06	60
	63/P	0	09	45
	61	0	06	00
	59	0	21	75
	60	0	07	40
	45	0	00	40
	44	0	13	48
	26	0	06	00
	27	0	24	75
	22	0	08	10
	23	0	00	15
	21/2/B	0	04	35
	19	0	12	00

[No. 12016/3/83-Prod]

फा. आ. 1569.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से सी. टी. एफ. कलोल तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

वशर्त कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देख-भाल प्रभाग, मणरपुरा, रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टता यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सूचनाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

SCHEDULE

विरमगाम से सी० टी० एफ० कलोल तक पाइप लाईन बिछाने के लिए।

Pipeline from Viramgam to CTF Kalol

State : Gujarat

District : Mehsana

Taluka : Kedi

राज्य : गुजरात	जिला : मेहसाना	तालुका : कडी			
गांव	सर्वे नं०	हेक्टेयर	एआरई	सेंटीयर	
पाल्ली	कार्ट ट्रैक	0	01	65	
	48	0	02	20	
	65/1	0	11	85	
	65/2	0	26	20	
	66	0	05	00	
	67	0	11	85	
	64	0	00	15	
	कार्ट ट्रैक	0	00	60	
	174	0	39	70	
	175	0	02	30	
	कार्ट ट्रैक	0	01	65	
	197/2	0	15	00	
	196	0	15	60	
	195	0	05	55	
	194/2	0	22	60	
	194/1	0	00	15	
	213/1	0	10	05	
	213	0	22	50	
	216/2	0	07	50	
	214/4	0	17	55	
	214/2	0	16	20	
	214/3	0	04	20	
	224/1/पी	0	07	65	
	224/1/पी	0	09	45	
	224/2	0	07	65	
	224/3	0	07	80	

[सं० 12016/4/83-प्रोड]

Village	Survey No.	Hec-tare	Are	Centiare
Palli	Cart track	0	01	65
	48	0	02	20
	65/1	0	11	85
	65/1	0	26	20
	66	0	05	00
	67	0	14	85
	64	0	00	15
	Cart track	0	00	60
	174	0	39	70
	175	0	02	30
	Cart track	0	01	65
	197/2	0	15	00
	196	0	05	60
	195	0	05	55
	194/2	0	22	60
	194/1	0	00	15
	213/1	0	10	05
	213	0	22	50
	216/2	0	07	50
	214/4	0	17	55
	214/2	0	16	20
	214/3	0	04	20
	224/1/P	0	07	65
	224/1/P	0	09	45
	224/2	0	07	65
	224/3	0	07	80

[No. 12016/4/83-Prod.]

का. आ. 1570.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकाहित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से सी. टी. एफ. कलोल तक पेट्रोलियम के परिवहन के लिए पाईपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्भाष्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आग्रह एतद्द्वारा घोषित किया है।

बशर्त कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाईन बिछाने के लिए आक्षेप सूक्ष्म प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और रख-रखाव प्रभाग, मकरासरा, रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी गुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

S.O. 1569.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Viramgam to C.T.F. Kalol in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodra (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

अनुसूची

विरमगाम से सी० टी० एफ० कलोल तक पाइप लाइन बिछाने के लिए

राज्य : गुजरात	जिला : मेहसाणा	तालुका : कडी		
गांव	सर्वे सं०	हेक्टेयर एअरर्स	सेंटीयर	
1	2	3	4	5
आदराज	1117	0	13	65
	1109	0	04	35
	1108/2	0	05	10
	कार्ट ट्रैक	0	00	90
	1107/2	0	01	95
	1107/1	0	05	00
	1101/P	0	06	15
	1106	0	06	15
	1102	0	05	20
	1100/1	0	07	35
	1100/2	0	04	05
	1100/3	0	08	40
	1099/2	0	00	30
	1099/1	0	15	75
	1088	0	10	65
	1082	0	12	90
	1081/1	0	07	50
	1061	0	01	50
	1062	0	06	00
	1063/1	0	04	50
	1063/2	0	02	85
	1064	0	05	55
	1068	0	06	30
	1067	0	12	30
	कार्ट ट्रैक	0	00	75
	880	0	17	40
	876	0	07	65
	कार्ट ट्रैक	0	00	75
	812	0	02	50
	811	0	11	90
	814/1	0	09	60
	815	0	01	20
	808	0	10	05
	807	0	19	50
	कार्ट ट्रैक	0	01	05
	614	0	11	25
	615	0	11	55
	616	0	13	20
	610/1	0	10	60
	609	0	03	25
	617	0	11	50
	627/1	0	02	10
	601	0	02	80
	603	0	03	20
	602	0	10	50
	634	0	03	90
	527	0	15	25
	636	0	01	25
	526/2	0	03	75

1	2	3	4	5
	526/1	0	14	40
	525/1	0	05	85
	525/2	0	05	40
	कार्ट ट्रैक	0	01	35
	381/1	0	05	85
	481/2	0	09	00
	482/1/बी	0	01	80
	482/2	0	04	35
	486/2	0	03	90
	486/1	0	00	65
	489	0	19	05
	417	0	02	50
	418	0	23	30
	419/2	0	00	30
	414	0	00	15
	413	0	11	10

[सं० 12016/5/83-प्रोड]

S.O. 1570.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Viramgam to C.T.F. Kalol in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from Viramgam to CTF Kalol
State : Gujarat District : Mehsana Taluka : Kadi

Village	Survey No.	Hec- tare	A re Centi-	are
1	2	3	4	5
Adaraj	1117	0	13	65
	1109	0	04	35
	1108/2	0	05	10
	Cart track	0	00	90
	1107/2	0	01	95
	1107/1	0	05	00
	1101/P	0	06	15
	1106	0	06	15
	1102	0	05	20
	1100/1	0	07	35
	1100/2	0	04	05
	1100/3	0	08	40

1	2	3	4	5
	1099/2	0	00	30
	1099/1	0	15	75
	1088	0	10	65
	1082	0	12	90
	1081/1	0	07	50
	1061	0	01	50
	1062	0	06	00
	1063/1	0	04	50
	1063/2	0	02	85
	1064	0	05	55
	1068	0	06	30
	1067	0	12	30
	Cart track	0	00	75
	880	0	17	40
	876	0	07	65
	Cart track	0	00	75
	812	0	02	50
	811	0	11	90
	814/1	0	09	60
	815	0	01	20
	808	0	10	05
	807	0	19	50
	Cart track	0	01	05
	614	0	11	25
	615	0	11	55
	616	0	13	20
	610/1	0	10	60
	609	0	03	25
	617	0	11	50
	627/1	0	02	10
	604	0	02	80
	603	0	03	20
	602	0	10	50
	634	0	03	90
	527	0	15	25
	636	0	01	25
	526/2	0	03	75
	526/1	0	14	40
	525/1	0	05	85
	525/2	0	05	40
	Cart track	0	01	35
	481/1	0	05	85
	481/2	0	09	00
	482/1/B	0	01	80
	482/2	0	04	35
	486/2	0	03	90
	486/1	0	00	65
	489	0	19	05
	417	0	02	50
	418	0	23	30
	419/2	0	00	30
	414	0	00	15
	413	0	11	10

[No. 12016/5/83-Prod.]

का.अ. 1571.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से सी० टी० एफ० कलोल तक पेट्रोलियम के परिवहन के लिए पाईपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के 1417 GI/82-5,

प्रयोजन के लिए एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाइन बिछाने के लिए आक्षेप मक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देख-भाल प्रभाग, मकरपुरा, रोड, खडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी मृतवांछ व्यक्तिगत हो या किसी विधि व्यवसायी की माफ़ीत।

अनुसूची

विरमगाम से सी० टी० एफ० कलोल तक पाइप लाइन बिछाने के लिए

राज्य : गुजरात	जिला : मेहसाना	तापुका 'कड़ी'		
गांव	मर्वे नं०	हेक्टेयर	एअरई	सेटीयर
जमीयतपुरा	84	0	12	45
	85	0	30	90
	कार्ट ट्रैक	0	04	95
	88	0	18	00
	69	0	09	75
	65	0	06	00
	66	0	02	40
	66/1	0	05	40
	कार्ट ट्रैक	0	00	75
	58	0	13	50
	57	0	10	15
	48/1/ए	0	00	90
	48/1/बी	0	11	55
	48/1/सी	0	07	20
	48/1/डी	0	10	20
	कार्ट ट्रैक	0	01	80
	47/2	0	00	80
	43	0	74	70
	51/1	0	04	00
	51/2	0	00	90

[म० 12016/6/83-प्रोड]

S.O. 1571.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Viramam to C.T.F. Kalol in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission Construction & Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

Pipeline from Viramgam to CTF Kalol				
State : Gujarat District : Mehsana Taluka : Kadi				
Village	Survey No.	Hec-tare	Are	Centiare
Jamiyapur	84	0	12	45
	85	0	30	90
	Cart track	0	04	95
	68	0	18	00
	69	0	09	75
	65	0	06	00
	66	0	02	40
	66/1	0	05	40
	Cart track	0	00	75
	58	0	13	50
	57	0	10	15
	48/1/A	0	00	90
	48/1/B	0	11	55
	48/1/C	0	07	20
	48/1/D	0	10	20
	Cart track	0	01	80
	47/2	0	00	80
	43	0	74	70
	51/1	0	04	00
	51/2	0	00	90

[No. 12016/6/83-Prod.]

का.भा. 1572.—यस: केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में विरमगाम से सी. टी. एफ. कलोल तक पेट्रोलियम के परिवहन के लिए पाईपलाईन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पावद्ध अगसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

इससे कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाईन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देख-भाल प्रभाग, शकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिवर्ण्यता यह भी घोषण करेगा कि क्या वह यह चाहता है कि उसकी सूचनाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अगसूची

विरमगाम से सी० टी० एफ० कलोल तक पाइप लाइन बिछाने के लिए।

राज्य : गुजरात जिला : मेहसाना तालुका : कडी

गांव	सर्वे नं०	हेक्टेयर	एअरर्	सेंटीयर
बडावी	886	0	12	00
	887	0	14	25
	882/4	0	00	15
	889/1	0	05	10
	889/2	0	05	40
	890	0	09	75
	903/पी	0	08	85
	903/पी	0	09	90
	905/1	0	09	75
	905/2	0	09	00
	910	0	14	25
	911/1	0	06	15
	911/2	0	06	55
	911/3	0	00	20
	कार्ट ट्रैक	0	04	20
	11/1	0	05	70
	12/4	0	00	10
	12/5	0	00	25
	12/6	0	18	75
	19	0	00	50
	9	0	27	40
	2	0	01	25
	8	0	09	75
	7/2	0	02	50
	3/2/ए	0	02	80
	3/2/बी	0	02	90
	3/1/ए	0	04	77
	4/2	0	02	00
	4/1	0	03	00
	कार्ट ट्रैक	0	05	85
	240/1	0	05	70
	239	0	00	15
	240/3	0	00	25
	242	0	07	95
	कार्ट ट्रैक	0	01	20
	251/2	0	00	20
	251/1	0	07	20
	249	0	12	75
	259	0	07	35
	252	0	00	15
	260/1	0	04	50
	260/2	0	04	80
	261/1	0	07	50
	261/2	0	01	50
	262/1	0	01	50
	262/2	0	08	25
	कार्ट ट्रैक	0	01	05
	351	0	01	85

1	2	3	4	5
वादावी (जारी)	350/2	0	03	90
	352/2	0	03	00
	353	0	06	00
	354/1	0	05	85
	355/1	0	06	30
	356/1	0	03	75
	356/2	0	01	75
	357/1	0	01	50
	347/2	0	02	00
	344/1	0	06	55
	344/3	0	05	85
	343	0	02	40
	341/1/सी	0	08	55
	341/1/डी	0	02	62
	341/1/ए	0	08	70
	काई ट्रेक	0	01	05
	378	0	05	20
	379	0	02	54
	381/1	0	03	20
	392	0	14	75
	391	0	04	50
	383/1	0	00	15
	390/1	0	08	85
	390/2	0	07	65
	389	0	18	00
	415	0	00	75
	414/3	0	04	40
	414/4	0	04	50
	414/5	0	00	40
	416	0	09	25
	419/3	0	05	60
	419/4	0	04	25
	418/बी	0	01	75
	420/1	0	05	55
	420/2	0	06	60
	421/1	0	13	80

[सं० 12016/7/83-मोड०]

SCHEDULE

Pipeline from Viramgam to C.T.F. Kalol

State : Gujarat	District : Mehsana	Taluka : Kadi		
Village	Survey No.	Hec-tare	Are	Centar
1	2	3	4	5
Vadavi	886	0	12	00
	887	0	14	25
	892/4	0	00	15
	889/1	0	05	10
	892/2	0	05	40
	890	0	09	75
	903/p	0	08	85
	903/p	0	09	90
	905/1	0	09	75
	905/2	0	09	00
	901	0	14	25
	911/1	0	06	15
	911/2	0	06	55
	911/3	0	00	20
	Cart track	0	04	20
	11/1	0	05	70
	12/4	0	00	10
	12/5	0	00	25
	12/6	0	18	75
	10	0	00	50
	9	0	27	40
	2	0	01	25
	8	0	09	75
	7/2	0	02	50
	3/2/A	0	02	80
	3/2/B	0	02	90
	3/1/A	0	04	77
	4/2	0	02	00
	4/1	0	03	00
	Cart track	0	05	85
	240/1	0	05	70
	239	0	00	15
	240/3	0	00	25
	242	0	07	95
	Cart track	0	01	20
	251/2	0	00	20
	251/1	0	07	20
	249	0	12	75
	259	0	07	35
	252	0	00	15
	260/1	0	04	50
	260/2	0	04	80
	261/1	0	07	50
	261/2	0	01	50
	262/1	0	01	50
	262/1	0	08	25
	Cart track	0	01	05
	351	0	01	85
	350/2	0	03	90
	352/2	0	03	00
	353	0	06	00
	354/1	0	05	85
	355/1	0	06	30
	356/1	0	03	75
	356/2	0	01	75
	357/1	0	01	50

S.O. 1572.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Viramgam to C.T.F. Kalol in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (3900009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

1	2	3	4	5
Vadvi (Contd.)	347/2	0	02	00
	344/1	0	06	55
	344/3	0	05	85
	343	0	02	40
	341/1/C	0	08	55
	341/1/D	0	02	62
	341/1/A	0	08	70
	Cart track	0	01	05
	378	0	05	20
	379	0	02	54
	381/1	0	01	20
	392	0	14	75
	391	0	04	50
	383/1	0	00	15
	390/1	0	08	85
	390/2	0	07	65
	389	0	18	00
	415	0	00	75
	414/3	0	04	40
	414/4	0	04	50
	414/5	0	00	40
	416	0	09	25
	419/3	0	05	60
	419/4	0	04	25
	418/P	0	01	75
	420/1	0	05	55
	420/2	0	06	60
	421/1	0	13	80

[No. 12016/7/83-Prod.]

का.आ. 1573.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में बम्बई से पूर्ण तक पेट्रोलियम पदार्थों के परिवहन के लिए पाइप लाइन हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि., द्वारा बिछाई जानी चाहिए।

और यतः प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वाक्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप मक्षम प्राधिकारी, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि., बम्बई पूर्ण पाइप लाइन प्रोजेक्ट, फ्युअल्स रिफायनरीज, माहुल, बम्बई को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला व्यक्ति, विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की माफ़त।

एल० ए० केस नं० 20/82

अनुसूची			
पाइप लाइन			
गांव : भानवज, तालुका : खालापूर,	जिला : रायगढ़ (महाराष्ट्र)		
गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल
	गट नम्बर		हैक्टर ऐयर
भानवज	का भाग	--	00 . 00
"	25 का भाग	--	01 62
"	27 का भाग	--	00 42
"	28 का भाग	--	00 14
"	29 का भाग	--	00 09
"	31 का भाग	--	00 46
"	32 का भाग	--	00 18
"	34 का भाग	--	00 11
"	35 का भाग	--	00 41
"	63 का भाग	--	00 54

[क्रमांक 12016/8/83-प्रोड०]

S.O. 1573.—Whereas it appears to Central Government that it is necessary to lay a pipeline for transporting Petroleum Products from Bombay to Pune in the State of Maharashtra through Pipe-line and that said Pipe-line is to be laid through the agency of Hindustan Petroleum Corporation Limited, Bombay.

And whereas it appears to Central Government that for laying pipe-line it is necessary to acquire the Right of User in respect of the lands appended to herewith in schedule.

Now, therefore, in exercise of the powers vested in them by virtue of Section 3 (i) of Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) AO 1962 (50 of 1962) Central Government notify their intention to acquire the Right of User in the lands referred to above.

Any person having his interest in the lands referred to above having any objection for laying the Pipe-line through above mentioned lands may prefer an objection within 21 days of the publication of this notification before the competent authority Hindustan Petroleum Corporation Limited, Bombay Pune Pipeline Project, Fuels Refinery, Corridor Road, Bombay-74.

All persons having any objection may also state whether they want to be heard in person either himself or through any lawyer appointed by him.

L.A. Case No. 20/82

SCHEDULE

Pipe Line from Village Bhanvaj, Taluka: Khalapur, Distt: Raigad, Maharashtra.

Village	Survey No	Hissa No.	AREA	
	Gate No.		H	R
1	2	3	4	5
Bhanvaj	Part	--	00	00
	25	--	02	62
	27	--	00	4
	28	--	00	14
	29	--	00	09
	31	--	00	4
	32	--	00	1
	34	--	00	11
	35	--	00	41
	63	--	00	54

[No. 12016/8/83-Prod.]

का.आ. 1574.—यतः केन्द्रीय सरकार को यह प्रतीत होता है लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में बम्बई से पूर्ण तक पेट्रोलियम पदार्थों के परिवहन के लिए पाइप लाइन हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि., द्वारा बिछाई जायी चाहिए।

और यतः प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि., बम्बई पूर्ण पाइप लाइन प्रोजेक्ट, फ्यूअल्स रिफायनरीज, कारिडोर रोड, माहुल, बम्बई, को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला व्यक्ति, विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सन्वाही व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

पाइप लाइन

गांव : वराले और तलेगांव (मालवाडी)

तालुका : मालव, जिला : पुणे (महाराष्ट्र)

गांव	खसरा नम्बर	हिस्सा नंबर	क्षेत्रफल	
	गेट नम्बर		हेक्टर	गुंजर
1	2	3	4	5
वराले	का भाग	--	00	00
	43 का भाग	--	00	13
	44 का भाग	--	00	35
	45 का भाग	--	00	24
	46 का भाग	--	00	16
	47 का भाग	--	00	09
	50 का भाग	--	00	44
	54 का भाग	--	00	16
	55 का भाग	--	00	06
	56 का भाग	--	00	11
	57 का भाग	--	00	08
	59 का भाग	--	00	40
	60 का भाग	--	00	09
	61 का भाग	--	00	03
	32 का भाग	--	00	49
	33 का भाग	--	00	07
तलेगांव (मालवाडी)	34 का भाग	--	00	12
	53 का भाग	--	00	44
	54 का भाग	--	00	44
	48 का भाग	--	00	55
	60 का भाग	--	00	15

1	2	3	4	5
	68 का भाग	--	00	13
	69 का भाग	--	00	10
	75 का भाग	--	00	11
	76 का भाग	--	00	11
	91 का भाग	--	00	10
	92 का भाग	--	00	06
	95 का भाग	--	00	07
	96 का भाग	--	00	08
	97 का भाग	--	00	15
	99 का भाग	--	00	48
	100 का भाग	--	00	17
	119 का भाग	--	00	09
	120 का भाग	--	00	03
	121 का भाग	--	00	17
	123 का भाग	--	00	62
	124 का भाग	--	00	62

[क्रमांक 12016/9/83-प्रोडो]

S.O. 1574.—Whereas it appears to Central Government that it is necessary to lay a pipeline for transporting Petroleum Products from Bombay to Pune in the State of Maharashtra through Pipe-line and that said Pipe-line is to be laid through the agency of Hindustan Petroleum Corporation Limited, Bombay.

And whereas it appears to Central Government that for laying pipe-line it is necessary to acquire the Right of User in respect of the lands appended to herewith in schedule.

Now, therefore, in exercise of the powers vested in them by virtue of Section 3 (i) of Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) AO 1962 (50 of 1962) Central Government notify their intention to acquire the Right of user in the lands referred to above.

Any person having his interest in the lands referred to above having any objection for laying the Pipe-line through above mentioned lands may prefer an objection within 21 days of the publication of this notification before the competent authority Hindustan Petroleum Corporation Limited, Bombay Pune Pipeline Project, Fuels Refinery, Corridor Road, Bombay-74.

All persons having any objection may also state whether they want to be heard in person either himself or through any lawyer appointed by him.

SCHEDULE

Pipe line from Varale and Talegaon (Malvadi)

Taluka: Mawal, Dist: Pune, Maharashtra

Village	Survey No.	Hissa No.	AREA	
			H	R
	Gat No.			
Varale	Part	—	00	00
"	43	"	00	13
"	44	"	00	35
"	45	"	00	24
"	46	"	00	16
"	47	"	00	09
"	50	"	00	44

1	2	3	4	5
Varale	54	Part	—	00 16
	55	„	—	00 06
	56	„	—	00 11
	57	„	—	00 08
	59	„	—	00 40
	60	„	—	00 09
	61	„	—	00 03
Talegaon (Malvadi)	32	„	—	00 49
	33	„	—	00 07
	34	„	—	00 12
	53	„	—	00 44
	54	„	—	00 44
	48	„	—	00 55
	60	„	—	00 15
	68	„	—	00 13
	69	„	—	00 10
	75	„	—	00 11
	76	„	—	00 11
	91	„	—	00 10
	92	„	—	00 06
	95	„	—	00 07
	96	„	—	00 08
	97	„	—	00 15
	99	„	—	00 48
	100	„	—	00 17
	119	„	—	00 09
	120	„	—	00 03
	121	„	—	00 17
	123	„	—	00 62
	124	„	—	00 62

[No. 12016/9/83- Prod.]

का.आ. 1575.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकीहित में यह आवश्यक है कि महाराष्ट्र राज्य में बम्बई से पूणे तक पेट्रोलियम पदार्थों के परिवहन के लिए पाइप लाईन हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि., द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिए एतद्भाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्त कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाईन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि., बम्बई पूणे पाइप लाईन प्रोजेक्ट, फ्यूअल्स रिफायनरीज, कॉरिडोर रोड, बम्बई को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति, विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि न्यायाधीश की मार्फत।

अनुसूची			
पाइप लाईन माहुल गांव से			
ता.कुला - कुर्वा जि.ता. : बम्बई उपनगरीय, जि.ता. महाराष्ट्र			
गांव	खसरा नम्बर	हिस्सा	क्षेत्रफल
		नंबर	हैक्टर गेजर
माहुल	08 का भाग	—	00 10
„	17 का भाग	—	00 16
„	164 का भाग	—	00 64
„	165 का भाग	—	00 22

[क्रमांक 12016/12/83-प्रोज.]

S.O. 1575.—Whereas it appears to Central Government that it is necessary to lay a pipeline for transporting Petroleum Products from Bombay to Pune in the State of Maharashtra through Pipe-line and that said Pipe-line is to be laid through the agency of Hindustan Petroleum Corporation Limited, Bombay.

And whereas it appears to Central Government that for laying pipe-line it is necessary to acquire the Right of User in respect of the lands appended to herewith in schedule.

Now, therefore, in exercise of the powers vested in them by virtue of Section 3 (j) of Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) AO 1962 (50 of 1962) Central Government notify their intention to acquire the Right of user in the lands referred to above.

Any person having his interest in the lands referred to above having any objection for laying the Pipe line through above mentioned lands may prefer an objection within 21 days of the publication of this notification before the competent authority Hindustan Petroleum Corporation Limited, Bombay Pune Pipeline Project, Fuels Refinery, Corridor Road, Bombay-74.

All persons having any objection may also state whether they want to be heard in person either himself or through any lawyer appointed by him.

SCHEDULE

Pipe line passing through Village Mahul, Taluka: Kula, Distt. Bombay Suburban District, Maharashtra.

Village	Survey No.		Hissa		
	Gat No.		No.	H	R
Mahul	08	Part	—	00	10
	17	„	—	00	16
	164	„	—	00	64
	165	„	—	00	22

[No. 12016/12/83-Prod.]

का.आ. 1576.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का.आ.सं. 3094 तारीख 4-9-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाईन को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और अतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है, कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाईप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड मुम्बई के क्षेत्रीकरण में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की तारीख से निहित होगा।

अनुसूची

पाईप लाइन देवद से बार्गवाई तक,

मालका—पनवेल, जिला—रायगढ़, महाराष्ट्र।

गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल	
			हैक्टर	ऐयर
देवद	00 का भाग	—	00	00
	17 का भाग	—	00	15
	21 का भाग	—	00	37
	25 का भाग	—	00	18
	26 का भाग	—	00	22
	41 का भाग	—	00	11
	71 का भाग	—	00	07
	72 का भाग	—	00	15
विकृम्भे	17 का भाग	—	00	07
	20 का भाग	—	00	15
	21 का भाग	—	00	07
	26 का भाग	—	00	07
	27 का भाग	—	00	07
	28 का भाग	—	00	09
	62 का भाग	—	00	26
	63 का भाग	—	00	22
	64 का भाग	—	00	18
	65 का भाग	—	00	07
शिवकर	68 का भाग	—	00	03
	66 का भाग	—	00	11
	74 का भाग	—	00	08
	75 का भाग	—	00	09
	75 का भाग	—	00	09
	79 का भाग	—	00	05
	80 का भाग	—	00	09
	81 का भाग	—	00	11
	87 का भाग	—	00	10
	89 का भाग	—	00	14
	90 का भाग	—	00	14
	109 का भाग	—	00	07
	119 का भाग	—	00	09

गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल	
			हैक्टर	ऐयर
शिवकर (जारी)	150 का भाग	—	00	08
	151 का भाग	—	00	05
	168 का भाग	—	00	46
	192 का भाग	—	00	03
	192 का भाग	—	00	23
	195 का भाग	—	00	03
	206 का भाग	—	00	02
	00 का भाग	—	00	00
	207 का भाग	—	00	27
बार्गवाई	3 का भाग	—	00	06
	4 का भाग	—	00	12
	12/3 का भाग	—	00	15
	12/8 का भाग	—	00	11
	12/9 का भाग	—	00	09
	13 का भाग	—	00	01
	23 का भाग	—	00	29
	26 का भाग	—	00	11
	27 का भाग	—	00	13
	34 का भाग	—	00	11
	35 का भाग	—	00	15
	36 का भाग	—	00	29
	37 का भाग	—	00	20
	55 का भाग	—	00	02
	57 का भाग	—	00	15
	60 का भाग	—	00	04
	68 का भाग	—	00	11
	68 का भाग	—	00	29
	69 का भाग	—	00	16
	70 का भाग	—	00	04
	79 का भाग	—	00	45
	92 का भाग	—	00	04
	99 का भाग	—	00	04
	100 का भाग	—	00	15
	102 का भाग	—	00	68

[प्रमाण 12016/30/82-प्रोड]

S.O. 1576.—Whereas by a notification of Government of India in the Ministry of Energy (Department of Petroleum) S.O. 3094 (No 12016/30/82-Prod I) dated 4-9-82 under Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the Lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further, the Central Government has after considering the said report, decided to acquire the right of user in the Lands specified in the schedule appended to this notification.

Now, therefore, in exercise of the power conferred by Sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification are hereby acquired for laying the pipelines.

And, further, in exercise of the power conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Hindustan Petroleum Corp. Ltd. Bombay free from all encumbrances.

SCHEDULE

Pipeline From Devad to Barvaee
Taluka : Parvel, Dist. : Raigad, State : Maharashtra

Village	Survey No.	Hissa No.	Area	
			H	R
	Gat No.			
Devad	17 Part	..	00	15
	21 Part	..	00	37
	25 Part	..	00	18
	26 Part	..	00	22
	41 Part	..	00	11
	71 Part	..	00	07
	72 Part	..	00	15
Vichunbe	17 Part	..	00	07
	20 Part	..	00	15
	21 Part	..	00	07
	26 Part	..	00	07
	27 Part	..	00	07
	28 Part	..	00	09
	62 Part	..	00	26
	63 Part	..	00	22
	64 Part	..	00	18
	65 Part	..	00	07
Shivkar	66 Part	..	00	11
	68 Part	..	00	03
	74 Part	..	00	08
	75 Part	..	00	09
	75 Part	..	00	09
	79 Part	..	00	05
	80 Part	..	00	09
	81 Part	..	00	11
	87 Part	..	00	10
	89 Part	..	00	14
Barvaee	90 Part	..	00	14
	129 Part	..	00	07
	149 Part	..	00	09
	150 Part	..	00	08
	151 Part	..	00	05
	168 Part	..	00	46
	192 Part	..	00	03
	193 Part	..	00	23
	195 Part	..	00	03
	206 Part	..	00	02
	207 Part	..	00	27
	3 Part	..	00	06
	4 Part	..	00	12
	12/3 Part	..	00	15
	12/8 Part	..	00	11
	12/9 Part	..	00	09
	13 Part	..	00	01
	23 Part	..	00	29
	26 Part	..	00	11
	27 Part	..	00	13
	34 Part	..	00	11
	35 Part	..	00	15
	36 Part	..	00	29
	37 Part	..	00	20
	55 Part	..	00	02
	57 Part	..	00	15
	60 Part	..	00	04
	66 Part	..	00	11

Village	Survey No.	Hissa No.	Arca	
			H	R
	Gat No.			
Barvaee—Contd.	68 Part	..	00	29
	69 Part	..	00	16
	70 Part	..	00	04
	79 Part	..	00	45
	92 Part	..	00	04
	99 Part	..	00	04
	100 Part	..	00	15
	102 Part	..	00	68

[No.12016/30/82 Prod.—I]

का. आ. 1577 :—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का.आ.मं. 3095 तारीख 4-9-82 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइन को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और अतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है, कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड मुम्बई के क्षेत्रीकरण में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की तारीख से निहित होगा।

अनुसूची

पाइप लाइन रीम से धारणी तक,

तालुका—खाणपुर, जिला—रायगड, महाराष्ट्र.

गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल	
			हेक्टर	ऐकर
रीम	00 का भाग	—	00	00
	59 का भाग	—	00	52
	102 का भाग	—	00	05
	107 का भाग	—	00	29
	111 का भाग	—	00	11
	113 का भाग	—	00	11
	118 का भाग	—	00	23
लोधीवनी	1 भाग	—	00	09
	4 का भाग	—	00	18
	35 का भाग	—	00	01
	36 का भाग	—	00	38

गांव	खसरा नम्बर	हिस्सा नम्बर	क्षेत्रफल	
			हैक्टर	सेयर
लोधीवली (जारी)	37 का भाग	—	00	01
	38 का भाग	—	00	22
	41 का भाग	—	00	15
	42 का भाग	—	00	07
	44 का भाग	—	00	53
	97 का भाग	—	00	18
	102 का भाग	—	00	01
	103 का भाग	—	00	26
	104 का भाग	—	00	18
	105 का भाग	—	00	20
	110 का भाग	—	00	15
	111 का भाग	—	00	04
नडाग	112 का भाग	—	00	13
	149 का भाग	—	00	33
	151 का भाग	—	00	08
मार्ग	155 का भाग	—	00	04
	6 का भाग	—	00	42
	12 का भाग	—	00	04
	23 का भाग	—	00	22
	19 का भाग	—	00	29
	20 का भाग	—	00	11
	66 का भाग	—	00	22
	68 का भाग	—	00	12
	69 का भाग	—	00	20
	70 का भाग	—	00	16
	71 का भाग	—	00	48
	00 का भाग	—	00	00
असरोटी	72 का भाग	—	00	12
	1 का भाग	—	00	09
	2 का भाग	—	00	18
	3 का भाग	—	00	24
	11 का भाग	—	00	22
	12 का भाग	—	00	02
	13 का भाग	—	00	27
	15 का भाग	—	00	07
	30 का भाग	—	00	26
	32 का भाग	—	00	29
	34 का भाग	—	00	15
	35 का भाग	—	00	11
भारणी	44 का भाग	—	00	07
	45 का भाग	—	00	15
	46 का भाग	—	00	11
	2 का भाग	—	00	42
	3 का भाग	—	00	11
	4 का भाग	—	00	33
	10 का भाग	—	00	18
	11 का भाग	—	00	44
	14 का भाग	—	00	04
	15 का भाग	—	00	26

[क्रमांक 12016/30/82-प्रोड II]

section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the Right of User in the Lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas, the Competent Authority has under Sub-section (1) of Section 6 of the said Act submitted report to the Government.

And further, the Central Government has after considering the said report, decided to acquire the right of user in the Lands specified in the schedule appended to this notification.

Now, therefore, in exercise of the power conferred by Sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification are hereby acquired for laying the pipelines.

And, further, in exercise of the power conferred by Sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vest on this date of the publication of this declaration in the Hindustan Petroleum Corp Ltd. Bombay free from all encumbrances.

SCHEDULE

Pipeline From : Rees to Dharni				
Taluka : Khelapur,		Dist. : Raigad Maharashtra		
Village	Survey No.	Hissa No.	Area	
	Part No.		H	R
Rees	59A Part	..	00	52
	102 Part	..	00	05
	107 Part	..	00	29
	111 Part	..	00	11
	112 Part	..	00	11
	118 Part	..	00	23
Lodhiwali	1 Part	..	00	09
	4 Part	..	00	18
	35 Part	..	00	01
	36 Part	..	00	38
	37 Part	..	00	01
	38 Part	..	00	22
	41 Part	..	00	15
	42 Part	..	00	07
	44 Part	..	00	53
	97 Part	..	00	18
	102 Part	..	00	01
	103 Part	..	00	26
Nadhal	104 Part	..	00	18
	105 Part	..	00	20
	110 Part	..	00	15
	111 Part	..	00	04
	112 Part	..	00	13
	149 Part	..	00	33
Sang	151 Part	..	00	08
	155 Part	..	00	04
	6 Part	..	00	42
	12 Part	..	00	04
	13 Part	..	00	22
	19 Part	..	00	29
Asroti	20 Part	..	00	11
	66 Part	..	00	22
	68 Part	..	00	12
	69 Part	..	00	20
	70 Part	..	00	16
	71 Part	..	00	48
	72 Part	..	00	12
	1 Part	..	00	09
	2 Part	..	00	18
	3 Part	..	00	24
	11 Part	..	00	22
	12 Part	..	00	02
	13 Part	..	00	27
	15 Part	..	00	07
	30 Part	..	00	26

S.O. 1577.—Whereas by a notification of Government of India in the Ministry of Energy (Department of Petroleum) S.O. 3095 (No. 12016/30/82-Prod. II)3 dated 4-9-82 under Sub-

Village	Survey No. Gat No.	Hiss No.	Area	
			H	R
Asroti—(Contd.)	32 Part	..	00	29
	34 Part	..	00	15
	35 Part	..	00	11
	44 Part	..	00	07
	45 Part	..	00	15
Dhuni	46 Part	..	00	11
	2 Part	..	00	42
	3 Part	..	00	11
	4 Part	..	00	33
	10 Part	..	00	18
	11 Part	..	00	44
	14 Part	..	00	04
	15 Part	..	00	26

[N. 12016/30/82—Prod.-II]

का. आ. 1578 :—यत् पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम, रसायन और उर्वरक मंत्रालय (पेट्रोलियम विभाग) की अधिसूचना का. आ. सं. 3627, तारीख 7-10-1982 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइन को बिछाने के प्रयोजन के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और अतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यत् केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है, कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए तेल और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की तारीख को निहित होगा।

अनुसूची

कृ. नं० के०ओ०डी०-16 से जी०जी०एम० V

राज्य—गुजरात	जिला—मेहसाना	तालुका—कलोल		
गाँव	ब्लॉक नं०	हैप्टेयर एआरई	सेन्टीयर	
छात्रा	632	0	27	68
	633	0	02	40
	637	0	30	73
	639	0	07	35
	640	0	08	03
	625/2	0	18	90
	625/3	0	23	91

[सं० 12016/46/82—प्रोड-III]

एल० एम० गोयल, निदेशक

S.O. 1578.—Whereas by notification of the Government of India in the Ministry of Petroleum, Chemicals and Fertilizer, (Department of Petroleum) S.O. 3627 Dated 7-10-82 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas, the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further, whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline From KOD-16 to GGS V				
State : Gujarat	District : Mehsana	Taluka : Kalol		
Village	Block No.	Hec- tare	Ac-	Cent- tialre
Chhatral	632	0	27	68
	633	0	02	40
	637	0	30	73
	639	0	07	35
	640	0	08	03
	625/2	0	18	90
	625/3	0	23	91

[N. 12016/46/82—Prod.-II]

L. M. GOYAL, Director

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 3 मार्च, 1983

का.आ. 1579 :—औषधि और प्रसाधन मामलों अधिनियम, 1940 (1940 का 23) की धारा 21 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री कोया विजयराज को 11 अगस्त, 1980 अपराह्न में आगामी आदेशों तक केन्द्रीय औषध मानक नियंत्रण संगठन में सम्पूर्ण भारत के लिए निरीक्षक के पद पर अस्थायी आधार पर नियुक्त करती है।

[सं. ए. 12025/1/80-डी. (डी. एम. एस. एण्ड पी. एफ. ए.)]

जी. पञ्चापकेसन, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 3rd March, 1983

S.O. 1579.—In exercise of the powers conferred by sub-section (1) of Section 21 of the Drugs and Cosmetics Act, 1940 (23 of 1940), the Central Government hereby appoints Shri Koyya Vijayraj to the post of Inspector in the Central Drugs Standard Control Organisation for whole of India, on temporary basis with effect from the afternoon of the 11th August, 1980, and until further orders.

[No. 12025/1/80-D(DMS&PFA)]

G. PANCHAPAKESAN, Under Secy.

सिंचाई मंत्रालय

नई दिल्ली, 24 फरवरी, 1983

क्रा. आ. 1580 :—केन्द्रीय सरकार एतद्वारा राजभाषा (संघ के सरकारी प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, सिंचाई मंत्रालय के निम्नलिखित कार्यालयों को, जिनके कर्मचारीवृन्द ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है —

1. केन्द्रीय जल आयोग, सेवा भवन, रामकृष्णपुरम, नई दिल्ली ।
2. केन्द्रीय मृदा एवं सामग्री अनुसंधान शाला, हाज खास, नई दिल्ली- 16 ।
3. गंगा बाढ़ नियंत्रण आयोग, सिंचाई भवन, तृतीय मंजिल, पटना-800015 ।
4. सोन नदी आयोग, 136 ए/डी, श्री कृष्णपुरी, पटना-800013 ।
5. माही नियंत्रण बोर्ड, 9-पोलो ग्राउंड, सहैली मार्ग, उदयपुर (राजस्थान) ।
6. बाणसागर नियंत्रण बोर्ड रीवा (मध्य प्रदेश) ।
7. सरदार सरोवर निर्माण मलाहकार समिति, नर्मदा भवन, चतुर्थ मंजिल, इन्दिरा एवेन्यू रोड, वडोदरा (गुजरात) ।

केन्द्रीय जल आयोग के अधीनस्थ कार्यालय :—

1. अन्वेषण सर्किल मुख्या-एक, केन्द्रीय जल आयोग, एन.एच-4, फरीदाबाद (हरियाणा) ।
2. केन्द्रीय भंडार डिवाजन, केन्द्रीय जल आयोग, पश्चिम ब्लॉक-दो, रामकृष्णपुरम, नई दिल्ली ।
3. अन्वेषण सर्किल मुख्या-दो, केन्द्रीय जल आयोग, एन.एच-4 फरीदाबाद (हरियाणा) ।
4. जल संसाधन एवं बाढ़ पूर्वानुमान सर्किल, केन्द्रीय जल आयोग, सेवा भवन, नई दिल्ली ।
5. जल संसाधन एवं बाढ़ पूर्वानुमान डिवाजन, केन्द्रीय जल आयोग, देहरादून (उ.प्र.) ।
6. जल संसाधन एवं बाढ़ पूर्वानुमान डिवाजन-दो, केन्द्रीय जल आयोग, आगरा (उ.प्र.) ।
7. जल संसाधन एवं बाढ़ पूर्वानुमान डिवाजन-2, केन्द्रीय जल आयोग, जयपुर (राजस्थान) ।
8. जल संसाधन एवं बाढ़ पूर्वानुमान सर्किल, केन्द्रीय जल आयोग, वाराणसी (उ.प्र.) ।
9. जल संसाधन एवं बाढ़ पूर्वानुमान डिवाजन 1, केन्द्रीय जल आयोग, लखनऊ (उ.प्र.) ।
10. जल संसाधन एवं बाढ़ पूर्वानुमान डिवाजन-दो, केन्द्रीय जल आयोग, लखनऊ (उ.प्र.) ।
11. जल संसाधन एवं बाढ़ पूर्वानुमान डिवाजन, केन्द्रीय जल आयोग, वाराणसी (उ.प्र.) ।

12. प्रगति एवं विकास (पी. एण्ड डी) यूनिट, केन्द्रीय जल आयोग, सेवा भवन, रामकृष्णपुरम, नई दिल्ली ।

13. गंगा बेसिन जल संसाधन संगठन, केन्द्रीय जल आयोग, वसंत विहार, नई दिल्ली ।

14. पञ्चेश्वर अन्वेषण डिवाजन-दो, केन्द्रीय जल आयोग, पत्थौरागढ़ (उ.प्र.) ।

15. सूखा क्षेत्र अध्ययन डिवाजन-तीन, केन्द्रीय जल आयोग, पुणे (महाराष्ट्र) ।

16. पुणे गीजिंग डिवाजन, केन्द्रीय जल आयोग, पुणे (महाराष्ट्र) ।

17. केन्द्रीय बाढ़ पूर्वानुमान डिवाजन, केन्द्रीय जल आयोग, सूरत (गुजरात) ।

18. जल-वैज्ञानिक प्रेक्षण एवं बाढ़ पूर्वानुमान सर्किल (दक्षिण) केन्द्रीय जल आयोग, हैदराबाद (आन्ध्र प्रदेश) ।

19. चिनाब अन्वेषण सर्किल, केन्द्रीय जल आयोग, जम्मू (जम्मू और कश्मीर) ।

20. चिनाब अन्वेषण डिवाजन, केन्द्रीय जल आयोग, जम्मू (जम्मू और कश्मीर) ।

[सं. 1(3)/82-हिन्दी]

कमल मोहन चड्ढा, निदेशक

MINISTRY OF IRRIGATION

New Delhi, the 24th February, 1983

S.O. 1580.—In pursuance of Sub-rule (4) of Rule 10 of the Official Languages (use for official purposes of the Union) Rules, 1976, the Central Govt. hereby notifies the following offices of the Ministry of Irrigation the staff whereof have acquired the working knowledge of Hindi :—

1. Central Water Commission, Sewa Bhawan, R. K. Puram, New Delhi.
2. Central Staff & Material Research Station, Hauz Khas, New Delhi.
3. Ganga Flood Control Commission, Sinchar Bhawan, 3rd Floor Patna-800015.
4. Sone River Commission, 136 A/D, Shrikrishnapuri, Patna-800013.
5. Mahi Control Board, 9-Polo Ground, Saheli Road, Udaipur, (Rajasthan).
6. Bansagar Control Board, Rewa (M.P.).
7. Sardar Sarovar Construction Advisory Committee, Narmada Bhawan, 4th Floor, Indira Avenue Road, Vadodra (Gujarat).

Subordinate Offices of Central Water Commission :

1. Investigation Circle No. 1, Central Water Commission, NH-IV, Faridabad (Haryana).
2. Central Stores Division, Central Water Commission, West Block-II, R. K. Puram, New Delhi.
3. Investigation Circle No. 2, Central Water Commission NH-IV, Faridabad (Haryana).
4. Water Resources & Flood Forecasting Circle, Central Water Commission, Sewa Bhawan, New Delhi.

5. Water Resources & Flood Forecasting Division, Central Water Commission, Dehra Dun (U.P.).
6. Water Resources & Flood Forecasting Division II, Central Water Commission, Agra (U.P.).
7. Water Resources & Flood Forecasting Division II, Central Water Commission, Jaipur (Rajasthan).
8. Water Resources & Flood Forecasting Circle, Central Water Commission, Varansi (U.P.).
9. Water Resources & Flood Forecasting Division-I, Central Water Commission, Lucknow (U.P.).
10. Water Resources & Flood Forecasting Division-II, Central Water Commission, Lucknow (U.P.).
11. Water Resources & Flood Forecasting Division, Central Water Commission, Varanasi (U.P.).
12. Progress & Development Unit, Central Water Commission, Sewa Bhawan, R. K. Puram, New Delhi.
13. Ganga Basin Water Resources Organisation, Central Water Commission, Vasant Vihar, New Delhi.
14. Pancheshwar Investigation Division-II, Central Water Commission, Pithoragarh (U.P.).
15. Draught Area Study Division-III, Central Water Commission, Pune (Maharashtra).
16. Pune Gauging Division, Central Water Commission, Pune, (Maharashtra).
17. Central Flood Forecasting Division, Central Water Commission, Surat (Gujarat).
18. Hydrological Observation & Flood Forecasting Circle (South) Central Water Commission, Hyderabad (A.P.).
19. Chenab Investigation Circle, Central Water Commission, Jammu (J&K).
20. Chenab Investigation Division, Central Water Commission, Jammu (J&K).

[No. 1(3)/82-Hindi]

K. M. CHADHA, Director.

नौवहन और परिवहन मंत्रालय (परिवहन पक्ष)

नई दिल्ली, 2 मार्च, 1983

का.जा. 1581.—श्री कि. श्री एस. एन. वरियानी ने जिन्हें भारत सरकार के नौवहन और परिवहन मंत्रालय (परिवहन पक्ष) की अधिसूचना संख्या 470 तारीख 13 जनवरी, 1981 द्वारा कांडला डाक श्रम बोर्ड के सदस्य के रूप में नियुक्त किया गया था, अपने पद से त्यागपत्र दे दिया है।

और उक्त डाक श्रम बोर्ड में एक स्थान खाली हो गया है,

अतः केन्द्रीय सरकार, डाक कर्मकार (नियोजन का विनियमन) नियम, 1962 के नियम 4 के उपबंधों के अनुसरण में उक्त रिक्त स्थान को अधिसूचित करती है।

[संख्या एल. डी. के./6/80-यू. एस. (एल.)]

धामस मैथू, अवर सचिव

MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

New Delhi, the 2nd March, 1983

S.O. 1581.—Whereas Shri L. N. Varyani, who was appointed as a member of the Kandla Dock Labour Board by the

notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing), No. S.O. 470 dated the 13th January, 1981 has resigned from his post;

And whereas a vacancy has occurred in the said Dock Labour Board;

Now, therefore, in pursuance of the provisions of rule 4 of the Dock Workers (Regulation of Employment) Rules, 1962, the Central Government hereby notifies the said vacancy.

[F. No LDK/6/80-US(L)]

THOMAS MATHEW, Under Secy.

निर्माण और आवास मंत्रालय

नई दिल्ली, 26 फरवरी, 1983

का.जा. 1582.—केन्द्रीय सरकार, समय समय पर यथानिर्धारित, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस मंत्रालय की अधिसूचना का.जा. 3633 तारीख 3 अक्टूबर, 1961 को अधिज्ञापन करते हुए नीचे दी गई सारणी के स्तम्भ (1) में वर्णित अधिकारियों को, जो सरकार के राजपत्रित अधिकारियों की शक्ति के समतुल्य का अधिकारी है उक्त अधिनियम के प्रयोजन के लिए सहायक अधिकारी के रूप में नियुक्त करती है और उक्त अधिकारी उक्त सारणी के स्तम्भ (2) की सहायता प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों के संबंध में उक्त अधिनियम द्वारा या उसके अधीन संपदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्मियों का पालन करेगा।

2 दिल्ली नगर निगम के विभिन्न अधिकारियों के समक्ष, जिन्हें उपरोक्त अधिनियम के अधीन संपदा अधिकारियों की शक्तियों प्रदत्त की गई हैं, संस्थित और संबंधित मामलों निपटान के लिए सहायक आयुक्त (सरकारी स्थान) को अन्तर्निहित हो जाएंगे।

सारणी

अधिकारियों का पदाभिधान	सरकारी स्थानों का प्रयोग और अधि-कारिता की स्थानीय सीमाएं
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सहायक आयुक्त (सं. स्थान)	दिल्ली नगर निगम के और उसके प्रशासनिक नियंत्रण और अधि-कारिता के अधीन सरकारी स्थान।
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[सं. 21011(3)82-मो. 4]

आर.एस. मूद, संपदा उप निबंधक
पदेन अवर सचिव

MINISTRY OF WORKS & HOUSING

New Delhi, the 26th February, 1983

S. O. 1582.—In exercise of powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act 1971 (No. 40 of 1971) as amended from time to time, and in supersession of this Ministry's Notification S.O. 3633 dated 3rd Oct., 1964, the Central Government hereby appoints the officer mentioned in column 1 of the table below, being an officer of equivalent rank of a gazetted officer of the government, to be the estate officer for the purposes of the said Act who shall exercise the powers conferred and perform the duties imposed on the estate officer by or under the said Act, in relation to the public premises specified in the corresponding entries in column 2 of the said table.

2. The cases instituted and pending before the various officers of the Municipal Corporation of Delhi conferred with the powers of the estate officer under the above Act, shall stand transferred to the Assistant Commissioner (Public Premises) for disposal,

TABLE

Designation of officer	Categories of the public premises and local limits of jurisdiction
(1)	(2)
Assistant Commissioner (PP)	Premises belonging to and under the administrative control and jurisdiction of the Municipal Corporation of Delhi.

[No. 21012(3)/82—Pol.-IV]

R.S. SOOD, Deputy Director

दिल्ली विकास प्राधिकरण

सूचनाएं

नई दिल्ली, 19 मार्च, 1983

का.आ. 1582—दिल्ली विकास अधिनियम, 1957 (1957 की सख्या 61) की धारा 11 के अन्तर्गत सूचना।

एतद्वारा सूचित किया जाता है कि:—

(क) केन्द्रीय सरकार ने दिल्ली विकास अधिनियम, 1957 (1957 की सख्या 61) की धारा 9 की उपधारा-2 के अन्तर्गत क्षेत्र डी-8 (इंडिया गेट) और डी-9 (केन्द्रीय गणितालय) के क्षेत्रीय विकास जिले को अनुमोदित कर दिया है।

(ख) उक्तानुसार अनुमोदित चित्र की एक प्रति दिल्ली विकास प्राधिकरण के कार्यालय, 19वीं मंजिल, विकास मीनार, इन्द्रप्रस्थ इस्टेट, नई दिल्ली-110002 में सभी कार्यशील दिवसों को 11.00 बजे (पूर्वा) से 3.00 बजे (अपराह्न) तक निरीक्षण हेतु उपलब्ध है।

[सं. एक. 4(1)/67-एम पी/जि.डी.पी.]

DELHI DEVELOPMENT AUTHORITY

NOTICES

New Delhi, the 19th March, 1983

S.O. 1583.—Notice under Section 11 of the Delhi Development Act, 1957 (No. 61 of 1957).

Notice is hereby given that:—

(a) The Central Government have, under sub-section (2) of Section 9 of the Delhi Development Act, 1957 (No. 61 of 1957) approved the zonal development plan for zone D-8 (India Gate) and D-9 (Central Secretariat).

(b) A copy of the plan as approved may be inspected at the office of the Delhi Development Authority, Delhi Vikas Minar, 19th floor, Indraprastha Estate, New Delhi-110002 between the hours of 11.00 A.M. to 3.00 P.M. on all working days.

[No. F4(1)67-MP/ZP.]

का.आ. 1584.—दिल्ली विकास अधिनियम, 1957 (1957 की सख्या 61) की धारा 11 के अन्तर्गत सूचना।

एतद्वारा सूचित किया जाता है कि:

1. (क) केन्द्रीय सरकार ने दिल्ली विकास अधिनियम, 1957 (1957 की सख्या 61) की धारा 9 की उपधारा 2 के अन्तर्गत क्षेत्र डी-8 (इण्डिया गेट) हेतु क्षेत्रीय विकास जिले को अनुमोदित कर दिया है।

(ख) उक्तानुसार अनुमोदित चित्र की एक प्रति दिल्ली विकास प्राधिकरण के कार्यालय विकास मीनार, 19वीं मंजिल, इन्द्रप्रस्थ इस्टेट, नई दिल्ली-110002 में सभी कार्यशील दिवसों को 11.00 बजे (पूर्वा) से 3.00 बजे (अपराह्न) तक निरीक्षण हेतु उपलब्ध है।

[सं. एक. 4(1)/71-एम.पी.ओ./जि.डी.पी.ओ.]

नाथू राम, सचिव,

दिल्ली विकास प्राधिकरण।

S. O. 1584.—Notice under section 11 of Delhi Development Act, 1957 (61 of 1957).

Notice is hereby given that:—

1. (a) The Central Government have, under sub-section 2 of section (9) of the Delhi Development Act, 1957 (61 of 1957), approved the Zonal Development Plan for Zone C-8 (Roshanara Garden).

(b) A copy of the plan as approved may be inspected at the office of Delhi Development Authority, Delhi, Vikas Minar, 19th floor, Indraprastha Estate, New Delhi-110002 between the hours of 11 A.M. and 3 P.M. on all working days.

[No. 4(4) 71/MP/ZP]

NATHU RAM, Secy. Delhi Development Authority

श्रम और पुनर्वासि मंत्रालय

(पुनर्वासि विभाग)

नई दिल्ली, 23/24 फरवरी, 1983

का. आ. 1585 :—निष्क्रान्त सम्पत्ति प्रशासन अधिनियम, 1950 (1950 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, पुनर्वासि विभाग के अधीन बंदोबस्त खंड में बंदोबस्त अधिकारी, श्री बी. पी. मैथानी को उनके अपने कर्तव्य-भार के अतिरिक्त, उक्त अधिनियम द्वारा या उसके अधीन उप अभिरक्षक को सौंपे गये कार्यों का निष्पादन करने के लिये तत्काल प्रभाव से उप अभिरक्षक निष्क्रान्त सम्पत्ति के रूप में नियुक्त करती है।

[सं. 1(2)/वि.सं./83-एस.एस.2(क)]

MINISTRY OF LABOUR AND REHABILITATION

(Department of Rehabilitation)

New Delhi, the 23rd February, 1983

S.O. 1585.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (31 of 1950) the Central Government hereby appoints Shri R. P. Maithani, Settlement Officer in the Settlement Wing under the Department of Rehabilitation, as Dy. Custodian of Evacuee Property, in addition to his own duties, for the purpose of performing the functions assigned to such Dy. Custodian by or under the said Act, with immediate effect.

[No. 1(2)/Spl.Cell/83-SS.II.(A)]

का.आ. 1586 :—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वासि) अधिनियम, 1954 (1954 का 44) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इत्के द्वारा पुनर्वासि विभाग के अधीन बंदोबस्त खंड में बंदोबस्त अधिकारी, श्री बी. पी. मैथानी को उक्त अधिनियम द्वारा या उसके अधीन प्रबन्ध अधिकारी को सौंपे गये कार्यों का निष्पादन करने के लिये, तत्काल प्रभाव से प्रबन्ध अधिकारी नियुक्त करती है।

[सं. 1(2)/वि.सं./83-एम.एम.2(स)]

महेन्द्र कुमार कसल, अवर सचिव

S.O. 1586.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri B. P. Maithani, Settlement Officer in the Settlement Wing under the Department of Rehabilitation as Managing Officer for the purpose of performing the functions assigned to a Managing Officer by or under the said Act, with immediate effect.

[No. 1(2)/Spl.Cell/83-SS.II(B)]

Sd./- Illegible,

M. K. KANSAL, Under Secy.
Under Secy.

New Delhi, the 2nd March, 1983

S.O. 1587.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Ahmedabad in the industrial dispute between the employers in relation to the State Bank of India & Subsidiary Banks Employees Union, Ahmedabad, and their workmen, which was received by the Central Government on 23-2-1983.

BEFORE SHRI G. S. BAROT, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT AHMEDABAD

Complaint (ITC) No. 3 of 1981

In Reference (ITC) No. 4 of 1981

Shri Baldev R. Shah, C/o J. M. Brait, Under Secretary,
State Bank of India & Subsidiary Banks Employees
Union, 5/B, Jalitang State Bank Staff Co. op.
Housing Society, Vejalpur Road, Ahmeda-
bad-380051..... Complainant

V/s.

1. Shri P. C. D. Nambiar, Chairman, State Bank of India, Bombay.
2. Shri J. S. Varshney, The Chief General Manager, State Bank of India, Ahmedabad.
3. Shri Y. G. Dabke, The Chief Regional Manager, State Bank of India, Ahmedabad Respondents.

In the matter of a complaint u/s. 33A of the Industrial Disputes Act, 1947.

AWARD

This is a complaint filed by the complainant u/s. 33A of the I. D. Act, 1947 demanding to quash and set aside the promotion order issued to Sarvashri B. R. Jadawala and J. G. Nanavaty and to direct the respondent bank to post the complainant at State Bank of India, Ahmedabad Main Branch and/or Commercial branch. etc.

2. The complaint was fixed for hearing but was being adjourned from time to time in order to enable the parties to come to a settlement. By pursuis ex. 17 submitted by Shri J. M. Barai, Under Secretary of the Union and an authorised representative of the concerned workman, it transpires that the cause of complaint under reference has been amicably settled and he withdraws the complaint without prejudice to the outcome of Reference (ITC) No. 4 of 1981. In the circumstances I allow the complainant to withdraw the complaint. The complaint thus stands disposed accordingly.

G. S. BAROT, Presiding Officer
[No. L-12011/22/80/D-II(A)]

Ahmedabad,

Dated : 8th February, 1983.

New Delhi, the 5th March, 1983

S.O. 1588.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the Allahabad Bank,

Chandigarh, and their workman, which was received by the Central Government on the 3rd March, 1983.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, NEW DELHI.

Ref : No. 12012/80/79-D. II. A. dated the 7th June, 1980.

I.D. No. 49 of 1980

Sh. Surjeet Singh,

S/O Sh. Gurbax Singh,
C/o Malik Bros., Provisions Store,
Solina, Srinagar (Kashmir).

Versus

The Regional Manager,
Allahabad Bank,
Sector-17,
Bank Square,
Chandigarh.

PRESENT :

Sh. O. D. Bharat for—Management.

Sh. Surjit Singh, workman in person.

AWARD

The Central Govt. under section 10 of the I.D. Act of 1947, referred the dispute between the workman and the management of Allahabad Bank, to this Tribunal for adjudication in the following terms :—

"Whether the action of the management of Allahabad Bank, Regional Office, Chandigarh in relation to their Srinagar Branch in terminating the services of Shri Surjeet Singh, Ex-Peon-cum-Frash with effect from 30-6-1978 is justified ? If not, to what relief is the workman concerned entitled ?."

2. Today the workman made a statement that he had voluntarily, settled with Management of Allahabad Bank and he had been accepted for appointment as Peon-cum-Frash from w.e.f. 16-11-1982, and that he was completely satisfied and the dispute referred to this Tribunal did not survive for adjudication.

In view of the fact that the workman is now employed with the employer Allahabad Bank as Peon-cum-Frash w.e.f. 16-11-1982. A 'No dispute' award is made and there is no necessity for further adjudication by the Tribunal.

Dated, the 19th February, 1983.

at Chandigarh.

Further ordered :

That requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

Dated the 19th February, 1983 at Chandigarh.

O. P. SINGLA, Presiding Officer
[No. L-12012(80)/79-D. II(A)]

S.O. 1589.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the Central Bank of India, Lucknow, and their workman, which was received by the Central Government on the 3rd March, 1983.

BLUORI SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, NEW DELHI

AND

Then Workmen

Ref. No. L-12012(40)/80-D. II. (A) dated the 13th
March, 1981.

I.D. No. 32 of 1981.

Sh. R. K. Aggarwal,
The Secretary,
U. P. Bank Employees Union,
C/o Central Bank of India,
Sahid Ganj,
Saharanpur (U.P.).

Versus

The As-sistant General Manager,
Central Bank of India,
23, Vidhan Sabha Marg,
Lucknow (U.P.).

PRESENT :

Sh. S. Trivedi for—Management.

Sh. D. J. Sharma for—workman.

AWARD

The Central Govt. under section 10 of the I.D. Act of 1947, referred the dispute between the workman and the management of Central Bank of India, to this Tribunal for adjudication in the following terms :—

"Whether the action of the management of Central Bank of India, Lucknow, in denying posting to Shri R. K. Aggarwal, Assistant Cashier as Assistant Head Cashier at their Sahid Ganj, Saharanpur Branch is justified ? If not, to what relief is the said workman entitled ?"

2. Today the parties filed a settlement under which the workman agreed to accept Rs. 2000, in lump sum in full and final settlement of the claim pending before the tribunal and the management agreed to pay him this amount of Rs. 2000 within one month from the date of publication of award.

The settlement between the parties is free and fair. In respect of the alleged denial of posting as Assistant Head Cashier to workman Sh. R. K. Aggarwal, he shall be paid Rs. 2000 agreed between the parties within one month from the date of publication of award. The award is made for the payment of Rs. 2000 by the management of Central Bank of India, to Sh. R. K. Aggarwal concerned workman.

Further ordered,

That requisite number of copies of the award may be sent to the appropriate Govt. for necessary action at their end.

Dated 28th February, 1983.

O. P. SINGLA, Presiding Officer
[No. L-12012(40)/80-D. II(A)]

New Delhi, the 8th March, 1983

S.O. 1590.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Bombay in the industrial dispute between the employers in relation to the Syndicate Bank, Bombay and their workmen, which was received by the Central Government on the 1st March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1 AT BOMBAY

Reference No. CGIT-29 of 1981

PARTIES :

Employers in relation to Syndicate Bank.

APPEARANCES :

For the employer.—Mr. P. K. Rele, Advocate.

For Syndicate Bank Staff Association, Bombay.—Mr. S. M. Dharap, Advocate.

STATE : Maharashtra

INDUSTRY : Banking

Bombay, the 28th January, 1983

AWARD

The Government of India, Ministry of Labour, by order No. L-12012/170/81-D. II. A. dated 2nd December, 1981, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred to this Tribunal for adjudication an industrial dispute between the employers in relation to the management of Syndicate Bank and their workman in respect of the matters specified in the schedule mentioned below :

SCHEDULE

"Whether the action of the management of Syndicate Bank, Head Office, Manipal in reinstating Shri U. R. Kamath as Clerk and not as Special Assistant (a post on which he was working prior to his dismissal) and in not paying special allowance for the period from 6-2-78 to 2-6-79 is justified ? If not, to what relief is the workman concerned entitled ?"

By a corrigendum to the order of reference the Government of India, Ministry of Labour, by its order dated 25th May, 1982, amended the schedule by putting the period "5-2-1978 to 10-4-1981" instead of "6-2-1978 to 2-6-1979".

2. The workman, Kamath, was appointed as a temporary clerk in the Syndicate Bank (hereinafter referred to as the "Bank") on 28-3-1964. He was employed as a Special Assistant at Gandhi Baug Branch, Nagpur, by an order dated 25th May, 1972. It appears that during the special inspection of the Branch on 26-3-1977 a demand draft drawn on Bombay Central office for Rs. 3,000 dated 3-1-1977 was credited by the workman to his S. B. account maintained at the branch. The workman was, therefore, charged with the gross misconduct of "doing act prejudicial to the interest of the Bank vide clause 19.5(j) of the Bipartite Settlement." In the course of the inquiry proceedings the workman admitted the guilt and prayed for mercy. He had already credited the amount in the bank. The charge framed against him was held proved. Ultimately, the workman was dismissed from the service of the bank.

3. The workman, however, filed a mercy petition before the Chairman of the bank and by his order, dated 31-1-1978, he was pleased to reinstate the concerned workman with the punishment of stoppage of two increments and with the continuity of service. The period from the date on which the workman was dismissed till the date on which he returned for duty, was treated as leave on loss of pay and allowances.

4. After the Chairman made the said order of reinstatement, the Personnel Manager of the bank by his memorandum dated 1st February, 1978, ordered that the workman be posted to their Regional Development Office (Maharashtra Region) to work there as a clerk until further orders. The workman joined his duties on 6-2-1978 at the Regional Development office. The special allowance as was being paid to him prior to his dismissal was however not paid to him.

5. The Syndicate Bank Staff Association (hereinafter referred to as the "Association") in its statement of claim stated that the workman should have been, in view of the order passed by the Chairman on his mercy petition, reinstated as a special assistant and not as a clerk and that he was entitled to special allowance after the date of his joining his duty i.e. from 6-2-1978. The representations made by the workman in this behalf to the bank authorities were not considered. The workman, however, was called upon to join the duties as Special Assistant by the letter dated 31-3-1981 issued by the Personnel Manager. The workman informed the Personnel Manager that he was accepting the

orders of posting as a clerk without prejudice to his rights and contentions regarding arrears of special assistant's allowance right from the date of his reinstatement i.e. 6-2-1978. The Association, therefore, submitted that the order reinstating the workman as a clerk and not as a special assistant was illegal, invalid and bad in law. On those pleas the Association prayed that this Tribunal be pleased to direct the bank to pay the difference of special allowance for the period from 6-2-1978 to 2-6-1979.

6. After the corrigendum to the order of reference the Association prayed that the difference of special allowance be paid for the period from 6-2-1978 to 10-4-1981.

7. The Bank by its written statement filed on 3-3-1982 pleaded as follows. The workman was working as a clerk at Gandhi Baug Branch, Nagpur, and he was only entrusted with the duties of special assistant in addition to the duties of the clerical cadre to which he belonged at the relevant time vide memorandum dated 25-5-1972. Special assistant is not a separate cadre. He cannot claim such entrustment as a matter of right. He was appointed in the clerical cadre to which he belonged at the time of his dismissal. He was reinstated on humanitarian grounds and he accepted his posting as a clerk. He is now estopped from disputing his posting as a clerk after having accepted and enjoyed the benefit of his mercy petition which was accepted by the Chairman and Managing Director of the bank. The workman cannot raise an industrial dispute with regard to his posting on reinstatement arising as a result of his mercy petition being accepted. The dispute does not constitute an industrial dispute within the meaning of Section 2(k) of the Industrial Disputes Act. No dispute was raised by the workman regarding his posting as a clerk till 17-7-1979. He dismissed from service after being found guilty of gross misconduct and of an act prejudicial to the interest of the bank. It was the intention of the bank to post the workman as a clerk after his mercy petition was accepted. The post of special assistant involves exercising of special responsibilities and duties which the bank was not prepared to entrust to the workman at that time in view of his misconduct for which he was dismissed. It was denied that the bank by refusing to entrust the workman with special duties of special assistant inflicted any additional punishment. It was denied that the order of the Chairman has been improperly construed. It was denied that the workman was entitled to special allowance as claimed for the period after his reinstatement and it was prayed that the reference be rejected.

8. What I am called upon to decide in this reference is whether the action of the management of the bank in reinstating the workman as clerk and not as special assistant and in not paying special allowance is justified. The first contention on behalf of the bank is that there is no cadre of special assistant. There is a cadre of clerk only and while working as a clerk, an employee if suitable, is entrusted with the duties of special assistant in addition to the duties of the clerical cadre to which he belongs. According to the bank, the workman was dismissed for misconduct on 25-11-1977. At the time of his dismissal he was working as a clerk in the clerical cadre. He was not employed as a special assistant at the time of his dismissal because there is no post of special assistant as such. The workman filed the mercy petition and the Chairman was pleased to view the matter safely on humanitarian grounds in consideration of his plea of mercy and also taking into account his young age. The workman was ordered to be reinstated. The exact order of the Chairman is as follows. It is at exhibit C-9.

"The next two increments of Shri U. R. Kamath be and are hereby stopped with the effect of postponing his future increments.

In view of the above the next two increments of Shri U. R. Kamath be and are hereby stopped with the effect of postponing his future increments. As a result of this Shri U. R. Kamath is reinstated in the service of the Bank from the date of his joining for duties at the branch for which posting orders will be issued separately. As this is on account of his pleading for mercy and on my taking a lenient view of the matter on humanitarian grounds, the period from the date on which he was dismissed

till the date on which he reports for duty is considered as leave on loss of pay and allowances. His posting orders will be sent to him separately."

In pursuance of the above order, the Personnel Manager issued posting order as per exhibit C-10. The relevant part of the posting order (exhibit C-10) is as follows :—

"Further to the proceedings No. 1/APC/CMN/78 dated 31-1-1978 passed by our Chairman and Managing Director, Shri U. R. Kamath is hereby informed that he is posted to our Regional Development Office (Maharashtra Region) to work there as clerk until further orders."

9. It is submitted for the Association that the Personnel Manager, while giving the workman the posting as a clerk, did not properly construe the order of the Chairman at exhibit C-9. It is submitted that the order of the Chairman directed that the workman shall be reinstated in the service of the bank. He should, therefore, have been given the duties of the special assistant with special allowance which duties he was performing immediately before his dismissal. It must, however, be stated that all that the order of the Chairman says is that the workman should be reinstated in the service of the bank. As is pointed out above, the workman was working in the clerical cadre. There is no special cadre of special assistant. The clerks are given additional duties as special assistant and they are given special allowance. It is submitted for the bank that the workman on his reinstatement has been posted to the cadre viz., the clerical cadre to which he belonged. The duties of the special assistant for which special allowance is given are of responsible nature. As the workman was found guilty of misconduct, but was reinstated on humanitarian grounds by the order of the Chairman, the bank did not think it proper to place confidence in this workman and to give him additional duties of special assistant. There is much force in this submission.

10. My attention has been invited to the provisions in the first Bi-partite Settlement dated 19-10-1966 between the banks and their employees. It is not in dispute that the workman was working in the clerical cadre. The pay scales of clerical staff are to be found in Chapter IV of this settlement. Chapter V deals with the special allowances. In para 5.2 we get the categories of workmen to whom the special allowances are granted. At item no. 19 there is category of special assistants and the allowances payable has been mentioned there. Para 5.6 says that the special allowances prescribed are intended to compensate a workman for performance or discharge of certain additional duties and functions requiring greater skill or responsibility, over and above the routine duties and functions of a workman in the same cadre. Para 5.9 provides that a workman will be entitled to a special allowance only so long as he is in charge of such work or the performance of such duties which attract such allowance. Para 5.9 further provides that whether a workman can be asked to cease to do such work or discharge such duties and consequently cease to draw such allowance will depend upon the terms of his employment.

11. Now, the workman was required to perform his duties of special assistant with effect from 6-6-1972. The letter of the management addressed to the workman in that behalf is at exhibit C-11. It is dated 6th June, 1972. It says that the workman will be required to perform duties of special assistant with effect from 6th June, 1972 until further orders. The letter further states that these duties are in addition to any other duties that may be entrusted to the workman and that the workman will be entitled to draw a special allowance of Rs. 91 per month until he ceased to perform the duties. This letter will show that he was asked to perform duties of special assistant until further orders. Para 5.9 to which a reference has been made above says whether a workman can be asked to cease to do such work will depend upon the terms of his employment. We have at exhibit C-2 a letter of the bank dated 15-9-1964 laying down the terms and conditions governing the appointment as a probationary clerk. This letter does not lay down any term or condition regarding special allowance. No other document is brought to my notice containing terms of employment having a bearing on the question of entitlement to special allowance. According to Mr. Dharap, the learned

counsel for the workman, paras 5.6 and 5.9 of the first Bipartite Settlement spell out conditions of employment. All that para 5.6 says is that special allowances are not intended to be paid for casual or occasional performance. It would, however, not be necessary that the workman should continue to perform such duties or discharge such functions whole time in order to be entitled to such allowances. Para 5.9 states that whether a workman can be asked to cease to do such work or discharge such duties will depend upon the terms of his employment. I do not find any terms of employment in para 5.6 or 5.9 having a bearing on the question of special allowance. There is no any provision brought to my notice from the settlement which says that the duties for which special allowance is payable should be entrusted to the workman having regard to his seniority. As is stated in para 5.6 special allowances are intended to compensate (a workman for performance of additional duties requiring greater skill or responsibility, over and above the routine duties. It appears from this provision that in the absence of some special provision making it compulsory for the management to entrust the work carrying special allowance to the seniormost workman the management has a discretion of selecting the persons suitable for the job irrespective of the question of Seniority.

12. It appears that the bank has issued circulars laying down the principles to guide the management in selecting clerks for entrustment for duties carrying special allowance. The Association has placed on record at exhibit A-5 a zerox copy of staff circulars as regards the special assistants. The bank had no objection to accept the same. This circular states that the principles laid down therein shall guide the management in selecting clerks for entrustment of duties of special assistants. These principles, inter alia, provide that a clerk who has completed six years of service in the bank is eligible for entrustment of special assistant's duties. It is further provided that a seniority list will be prepared on the basis of length of service and in preparing the seniority list weightage will be given for the educational qualifications. It is also seen from the extract of the circular that a seniority list for the purposes of making regular posting has to be published on 31st March and 30th September every year. It appears that these guiding principles might have been laid down in consultation with the Union of the employees (see para 16 of the circular). However, it does not appear that there was a firm agreement between the bank and the Union that special assistant's duties are to be entrusted to an employee strictly according to the seniority. All that is stated is that the principles have been laid down for guidance. It does appear from the order of the Chairman ordering the reinstatement of the workman on humanitarian grounds that continuity of service was given to him. The period from the date on which he was dismissed till the date on which he reported for duty was considered as leave on loss of pay and allowances. However, I do not find that the principles laid down in this circular at exhibit A-5 amount to an agreement between the bank and the Union. The principles laid down are for guidance of the management. It appears from the principles laid down that seniority has to be considered in entrusting the duties carrying special allowance. Entrustment of duties according to the seniority will be the normal rule. However, if there are exceptional circumstances justifying the management from deviating from that rule the management, in my view, cannot be prohibited from considering those circumstances and cannot be compelled to follow the rule of seniority.

13. In the instant case the workman was dismissed for some misconduct. The workman had admitted his guilt. He was dismissed. On humanitarian grounds he was reinstated. Entrustment of special assistant's duties is a job carrying higher responsibility. If a particular workman does not enjoy the confidence of the management, the management would, in my view, be justified in not entrusting him with such duties in spite of his seniority. Now, in the instant case, the workman was reinstated on 6-2-1978 as a clerk. He was then not given the additional duties of special assistant. However, he has been entrusted with these duties by the bank from 10-4-1981. The question for consideration is whether the action of the management in not paying special allowance for the period from 6-2-1978 to 10-4-1981 is justified.

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14. For the reasons given above, I am of the view that the management was justified in not entrusting the workman with the duties of special assistant during this period. Assuming that the workman was a seniormost person in the clerical cadre, the management was not, in my view, bound to follow the rule of seniority, if there were justifying circumstances to depart from that rule. I, therefore, find that the action of the management in not giving the workman the additional duties of special assistant after his reinstatement and not paying him special allowance for the period from 6-2-1978 to 10-4-1981 is justified. The workman is not entitled to any relief. The Association claimed in its additional written statement filed on 7th June, 1982, that an amount of Rs. 10,454.98 was due to him towards special allowance. The parties have filed a joint statement at exhibit CA-1, that an amount of Rs. 10,766.93 would be due to the workman subject to the note appended below that statement. In the view that I am taking the workman is not entitled to any amount towards special pay.

15. My award accordingly. No order as to costs.

M. D. KAMHLI, Presiding Officer

[No. L-12012/170/81-D.II(A)]

N. K. VERMA, Desk Officer

New Delhi, the 1st March, 1983

S.O. 1591.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Pipla Colliery of Western Coalfields Ltd., P.O. Sillowara, Distt. Nagpur and their workmen, which was received by the Central Government on the 24th February, 1983.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JABALPUR (M.P.)

Case No. CGIT/LC(R)(37)/1981

PARTIES :

Employers in relation to the management of Silewara Project of Western Coalfields Ltd., P. O. Sillowara, Distt. Nagpur and their workmen represented through the Bhartiya Koyala Khadan Mazdoor Sangh, Sillowara Project, Post Sillowara, District Nagpur (M.P.).

APPEARANCES :

For workman—Shri Biswas Bakshi, Joint Secretary.

For Management—Shri P. S. Nair, Advocate.

DISTRICT : Nagpur

INDUSTRY : Coal

AWARD

Dated, February 16, 1983

Vide Notification No. L-18012(25)/81-D.IV(B) dated 5th September, 1981 the following dispute was referred to this Tribunal, for adjudication :—

“Whether the action of the management of Pipla Colliery of W. C. Ltd. in not providing light duty job to Shri Lokman Tekchand, a permanent loader who was injured on duty and recommended light duty job by the Civil Surgeon, Mayo Hospital, Nagpur and subsequently stopping him from work is justified? If not, to what relief is he entitled?”

2. The claim of the workman is as under :—

The workman, Shri Lokman Tekchand, was employed as a regular loader in the Sillowara Project of Western Coalfields Ltd., hereinafter referred to as the management. While performing his duties he was injured due to fall of coal on his right leg. The officers on duty did not supply him with any certificate of injured on duty and sent him to the Colliery Hospital for treatment. The workman on

being referred to the Colliery Hospital received treatment and then later was referred him to the Medical College Hospital, Nagpur and then to the Mayo General Hospital Nagpur. Because of this injury the workman was advised complete rest and was later declared fit for light duties. The workman though unfit to resume his duties as a loader was asked by the management to work on the post held by him. The Civil Surgeon certified that the workman was fit for light duty. The workman accordingly claims that he should be posted for doing some light duties because of the injury on duty sustained by him.

3. Management's case is that the injury sustained by the workman was outside his duty as a worker and he was not injured while on duty. However, due to sympathetic consideration the workman was referred to the hospital as aforesaid and later on 19-7-1980 he was sent to the Medical Board of the management where he was declared fit for doing his duties as before. If in case the workman was injured while on duty necessary steps would have been taken by the management.

4. In the background of the aforesaid statements made by both the parties, rejoinders were filed by both the parties in which they reiterated their stands taken in their statements.

5. On the aforesaid pleadings of the parties the following issues were framed :—

ISSUES

1. Whether the management of Pipla Colliery of W.C. Ltd. should have provided light duty job to the workman, Shri Lokman Tekchand ?
2. Whether the management of the Pipla Colliery of W.C. Ltd. was justified in stopping the workman from work
3. To what relief are the parties entitled to ?
6. My findings on the aforesaid issues are as under :—

Issue No. 1.—It was not obligatory on the part of the management to have provided light duties job to the workman.

Issue No. 2.—There is no evidence that the workman was stopped from work as alleged.

Issue No. 3.—As per order passed below.

Reasons :—

7. Issue No. 1.—In this case oral and documentary evidence have been given by the management. The workman has, however, not examined himself. Only one document was produced in the cross-examination of the management's witness.

8. The first question that arises for consideration is as to whether the workman was or was not injured on duty as alleged. As already stated the workman has not stepped into the witness box to support his claim of being injured on duty. No other documents have been produced by the workman to prove that he was injured on duty. Accordingly so far as the workman's evidence is concerned, there is no support to the claim of being injured on duty.

9. On behalf of the management MW-1, Dr. Qureshi, has been examined. He has stated that in the meeting of the Medical Board of the management consisting of Deputy Medical Superintendent, Senior Medical Officer and Medical Officer the workman was examined and it was found that he was fit for doing his normal duties as a loader. He refers to the Medical Examination Report Ex. M/2 and Ex. M/3. According to this reports the workman was found fit for doing his normal duties. He further says that vide Ex. W/4 the workman was advised to prefer an appeal to the Appellate Medical Board consisting of the Chief Medical Officer and two other Members to reconsider the report of the Medical Board. This he has not done.

I 10. In the cross-examination of this witness he stated that in case the medical treatment of a workman is not available in the colliery hospital he is referred to the Medical College Hospitals at Nagpur or at Bombay or at some other suitable place. Any report received from such hospitals is put up before the Medical Board. He was confronted with the report of the Civil Surgeon Nagpur (Ex. W/1). In this report dated 26-9-1980 it is stated that the workman, Shri Lokman Tekchand Kolhare is suffering from Traumatic Arthritis and has been advised for light duty. The Civil Surgeon who has issued this certificate has not been examined. If he had been examined it would have been known as to what was the inability of the workman to work on his original post. Even with regard to the allegation that the workman was injured on duty there is neither any oral nor any documentary evidence on record. Accordingly, in the absence of such evidence and on the basis of the Civil Surgeon's Certificate it is not possible to conclude that the workman was injured on duty and had become incapable of working as a loader. At least the workman should have pledged his oath to show the circumstances in which he was injured and the nature of the injury suffered by him.

11. The workman has no doubt filed certain documents which have not been proved at all. In case the workman, as alleged by him, was incapable of doing the work of original post held by him then he should have at least examined himself so that from his statement the grievance made by him should have been ascertained.

12. The workman as per Certificates Ex. M/2 and Ex. M/3 was certified by the Chairman of the Medical Board for doing his original job, which admittedly was the job of the loader. There is no evidence to rebut this opinion given by the Chairman of the Medical Board. Consequently, I find that the management was fully justified in not giving him any lighter job as claimed by him. Issue No. 1 is accordingly found against him.

13. Issue No. 2.—There is no evidence given either by the workman or by the management that the workman was stopped from working. It appears that the workman himself has not reported for duty. Accordingly Issue No. 2 is found against the workman.

14. Issue No. 3.—It is, however, evident from the pleadings of the parties that the workman is not doing any job under the management and the medical examination report of the Medical Board has certified him to be fit for doing his original job (as a loader). It is upto the workman to report for duty on the last post held by him. In case the workman reports on duty the management shall take him on duty on the last post held by him. The periods from which the workman has been absent from duty after being discharged from the hospital shall be treated as no work no pay. From the date he reports for duty he shall be entitled to the same wages at the same rate on which he was working. So far as the period of treatment is concerned, the management shall take a lenient view in the matter and pay him wages if he is not otherwise disentitled.

Order :—

Award is passed accordingly.

S. R. VYAS, Presiding Officer

[No. L-18012/5/81-D.IV(B)]

S.O. 1592.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Pathakhara Collieries, Pathakhara Area of Western Coalfields Ltd. and their workmen, which was received by the Central Government on the 24th February, 1983.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESID-
ING OFFICER CENTRAL GOVERNMENT INDUSTRIAL,
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(68) of 1980

PARTIES :

Employers in relation to the management of Patharkhera Area of Western Coalfields Limited, Post Office Patharkhera, District Betul and their workmen represented through the Samyukta Khadan Mazdoor Sangh, P. O. Patharkhera, District Betul (M.P.)

APPEARANCES :

For Workmen—Shri P. K. Thakur, Advocate.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal

DISTRICT : Betul (M.P.)

AWARD

Dated : February 16, 1983

This is a reference made by the Government of India in the Ministry of Labour vide its Notification No. L-22011(4)/80-D.IV(B) dated 16th October, 1980, for adjudication of the following dispute by this Tribunal :—

“Whether the deduction of 3 days wages by the management of Patharkhera Collieries for alleged illegal strike in Satpura-I and II, P. K. I and II and Bagdola mines from 29-1-80 to 4-2-80 was justified ? If not, to what relief are the concerned employees entitled ?”

2. Briefly stated the facts material and relevant to the disposal of this reference are these :—

There was a strike in the Satpura I and II, P. K. I and II and Bagdola Mines of the Patharkhera Collieries of the Western Coalfields Ltd. from January 29 to February 4, 1980. Consequent upon this strike the management issued notice Ex. M/2 dated 4-12-1980 calling upon the workmen to call off the strike. Prior to this notices Ex. M/3, M/4, M/6, M/7 to Ext. M/15 were also issued. The strike was, however, not called off. However, on 5-2-1980 a settlement on Form H was reached between the representatives of the management and the workmen, the relevant terms of which were that for the illegal strike of 29th and thereafter the management will take liberal view and that the principle of no work no pay will be applied for the striking workers for the days on which they were on strike. In the light of this settlement the strike was called off. The management thereafter issued individual notices Ex. W/4 to Ex. W/31 on 28-2-1980 whereby the workmen were intimated that the management had taken a lenient view in terms of the settlement dated 5-2-1980 and had sympathetically considered the reduction of quantum of penal recovery of wages from 7 days to 3 days only. Accordingly 3 days wages for the month of February 1980 payable in the month of March 1980 were directed to be recovered and no payment of wages for the days in the months of January and February 1980 on which the workmen participated in the illegal strike was to be made. The workmen accordingly did not receive any wages for the period of strike and also were subjected to the deduction of 3 days wages from the wages of February 1980. This recovery of 3 days wages in addition to the deduction of wages for the period of strike gave rise to an industrial dispute between the parties. Since the dispute was not resolved in conciliation proceedings the Government have made the present reference.

3. The claim of the workmen is that despite the aforesaid agreement dated 5-2-1980 the management was not justified in recovering wages for 3 days in addition to the non-payment of the wages for the period of strike; that the management has promised to take a lenient view in the matter and that the management be called upon to pay 3 days wages recovered from the workmen.

4. On behalf of the management it is contended that the deductions in this case have been under Sec. 17 of the Payment of Wages Act, hereinafter referred to as the Act, that the Act provides for right of appeal to the workmen; that such a right has not been exercised by the workmen and that a reference with regard to the aforesaid recoveries is not competent.

5. On merits, it is contended that since the strike was illegal the management was justified in making recoveries which it did; that the reference is not only incompetent but vague also; that because of the strike the Company had to suffer heavily; that in the meeting a settlement was arrived between the representatives of the management and the workmen; that in accordance with this settlement 3 day wages instead of 8 days were recovered and that the management was fully justified in taking the action complained of by the workmen.

6. Both parties filed their rejoinders and affirmed their statements made earlier.

7. In the light of the aforesaid pleadings of the parties the following issues were framed :—

ISSUES

1. Whether the present reference is not maintainable in view of the preliminary objections raised by the management ?
2. Whether the deduction of 3 days wages by the management of Patharkhera Collieries for alleged illegal strike in Satpura I and II, P. K. I and II and Bagdola mines from 29-1-80 to 4-2-1980 was justified ? If not, to what relief are the concerned employees entitled ?
3. To what relief are the parties entitled to ?

8. Oral and documentary evidence was given by both the parties. After considering this evidence my findings on the aforesaid issues are as under :—

Findings :

Issue No. 1.—Reference is maintainable.

Issue No. 2.—Deduction of 3 days wages by the management of the collieries was not justified.

Issue No. 3.—Workmen are entitled to refund of 3 days wages deducted by the management.

Reasons for the above findings :—

9. Issue No. 1.—On a reference to the provisions of Sec. 15 and 17 of the Act as also to Sections 3 to 9 of the Act it was contended that where any deduction contrary to the provisions of the Act had been made an application has to be made in writing to the authorities specified in that section and in case such an application has been dismissed an appeal has to be made either to a District Court or to a Court of Small Causes. In view of such a provision for an application as also for an appeal the present reference is incompetent. In my opinion, this contention is not at all tenable. If, according to the management, the reference itself was not competent then the management should have taken appropriate steps to get the order of reference quashed. Once a reference is made to this Tribunal under the provisions of the Industrial Disputes Act the Tribunal is bound to give an award on merits. Accordingly so far as the order of reference is not set aside the contention raised on behalf of the management cannot be accepted. Issue No. 1 is accordingly answered against the management.

10. Issue No. 2.—It was contended that the question as to whether the strike resorted to by the workmen was legal or illegal is concluded by the agreement Ex. M/3 arrived between the parties in as much as Clause 3 of the said agreement clearly mentions that the strike was illegal on 29th January and thereafter. On behalf of the workmen it was contended that the strike in order to be termed as illegal must, as provided by Section 22 of the I. D. Act, be in breach of contract and in contravention of the provisions of this section. It was also urged that there is no contract between the management and the workmen which prohibits

the workmen from going on strike; that there are no Standing Orders; that the workmen in this case were employees of the National Coal Development Corporation and that the present management of the Western Coalfields Limited cannot be said to have had any contract between the workmen approved for a strike being legal or illegal. It was thus contended that the so called strike resorted to by the workmen in this case cannot be said to be illegal for the purposes of Sec. 24 of the Industrial Disputes Act. Lastly, it was urged that if the so called strike resorted to by the workmen was, according to the management, illegal then individual workman going on strike should have been charge-sheeted or the matter should have been taken to the conciliation proceedings. In my opinion, in view of the material on record the question about the strike being legal or illegal need not be gone into as, in my opinion, that deductions of wages made by the management was contrary to the settlement Ex. W-3 arrived at between the parties. It is not in dispute that the payment of Wages (Mines) Rules, 1956 are applicable to the present case. Rule 16 of this Rules provides as to under what circumstances deductions under the provisions of the Act can be made Sub-section (2) of Rule 16 provides that no deductions shall be made from the wages of any employed person unless there is a provisions in writing in terms of contract of employment or under the Certified Standing Orders of the employer requiring him to give notice of his termination of employment; that the rule has been displayed in English and that at least one week before the said deduction is made, a notice had been displayed outside the office of the mine. No evidence has been given by the management about the terms and conditions of employment. There are no certified Standing Orders. The rule contemplated has not been displayed and no notice as required by this Sub-rule before deduction was displayed outside the office of the mine. It would thus be clear that deductions made in this case were quite contrary to the provisions of Rule 16(2) of the Payment of Wages (Mines) Rules, 1956.

11. Reliance is, however, placed on the notices Ex. M/1 to M/15 some of which are signed by the Colliery Manager and the rest by someone else on behalf of the Colliery Manager. Finally the notices served on the workmen are Ex. W/4 to W/31 which purport to have been signed by the Manager. By these notices the workmen were informed that in terms of the settlement dated 5-2-1980 three days wages instead of seven days wages has been decided to be recovered from the workmen concerned. It is pertinent to note that in all these notices the workmen are alleged to have been on illegal strike on 4-2-1980. There is no mention that they were on strike from January 29 to February 4, 1980. If considered in the light of the specific statements the strike was only on a single day i.e. on 4-2-1980. How could the management thereafter contend that the strike was from 29th January to 4th February 1980. Consequently deduction of 3 days wages for strike on a single day cannot be said to be justified.

12. Even assuming and for which there is evidence also that the strike commenced from 29th January and continued thereafter also (see Clause 3 of the agreement Ex. W/3) the question still is as to what was the settlement between the parties. According to Clauses 3 and 4 the principle of 'no work no pay' was to be applied for the days on which they were on strike. If the strike was from January 29 to February 4, 1980 the workmen could not, in the light of Clause 4 of this agreement, lay any claim for wages for the period 29th January to 4th February 1980. The question is as to whether the non-payment of wages has been for a period in addition to the aforesaid period from January 29 to February 4, 1980.

13. On behalf of the workmen three witnesses have been examined. The management has also examined four witnesses. W.W.1, Krishna Modi, has stated that apart from deductions of wages from January 29 to February 4, 1980 the management has in addition deducted three days wages more. Thus the total deduction has been for 10 days wages. This statement has not been challenged in the cross-examination. Similar is the statement of W.W.2, Shive Lal, who deposes about the deduction of 3 more days wages by the management. Dr. Basant Kumar Rai has, in the re-cross

examination, stated that the workmen have raised the dispute regarding the dispute for 3 days wages deduction only.

14. From the aforesaid evidence it would, therefore, be clear that the management has in all deducted 10 days wages i.e. 7 days for the alleged illegal strike and 3 days wages in addition.

15. M.W.1, Shri S. K. Wakhare, Agent of the Mine, states that by virtue of the mutual agreement 3 days wages were allowed to be deducted but he had to admit that on the request of the Union representative specific reference to the deduction of 3 days wages was not made and it was only provided that the management will take lenient view. M.W.2, Shri K. C. Modgil, Colliery Manager, only speaks about deduction of 3 days wages. The other witnesses only refer to the agreement.

16. Thus from the management's evidence also the claim of the workmen that wages not only for the alleged strike period but for three days in addition have been deducted. The question is as to whether such deduction was in accordance with or contrary to the agreement Ex. W/3 dated 5-2-1980.

17. The relevant clauses of the agreement with regard to the payment or non-payment of wages may be reproduced as under :—

1.....

2.....

3. Regarding the action to be taken for the illegal strike of 29-1-80 and thereafter, the management will take liberal view. If the Trade Unions wish so they can represent to the Divisional Headquarters, Nagpur.

4. The principle of "no work, no pay" will be applied for the striking workers for the days on which they were on strike;

18. From the aforesaid terms it is, therefore, clear that both the parties agreed that for the actual days of strike the principles of "no work, no pay" was to be applied and in addition the management agreed to take a liberal view for the strike which was styled as illegal strike.

19. If the periods contemplated for deduction of wages in addition to the period of strike a specific stipulation should have been made in this agreement. All that stipulated was that no pay shall be given for the period of no work. The management had certain other rights of legal action to be taken against the workmen for the illegal strike but for that it agreed to take a lenient view. It was precisely for this reason that no action was taken by the management. With regard to non-payment of wages there was a clear stipulation that it will cover only the actual period of strike. M.W.1, Shri Wakhare, had to admit in his statement that though there was an agreement for deduction of 3 days wages but a clause to that effect was not incorporated in that agreement on a specific request of the Union representative. When the Union representatives were in the witness box this story was not put to them in the cross-examination. Accordingly, in my opinion, story put forward by Shri Wakhare, M.W.1, was clearly an after thought and the parties never agreed that besides the period of strike the management shall recover 3 days additional wages. On this ground alone, I am of the opinion, that the deduction of 3 days wages by the management was not justified. Issue No. 2 is accordingly answered against the management.

20. Issue No. 3.—In the light of the findings given on Issue No. 2 it must be held that deduction of 3 days wages was not justified and the workmen are entitled to the refund of these wages.

ORDER

Accordingly for the reasons and findings given above, the management of Patharkhera Collieries shall refund 3 days wages deducted from the wages for the month of February, 1980 to those workmen from whom these deductions were made. In the circumstances of the case, both parties are directed to bear their own costs as incurred.

S. R. VYAS, Presiding Officer.

[No. L-22011/4/80/D-IV(B)]

S.O. 1593.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited, Datla West Colliery, P.O. Dungaria, District Chhindwara (MP) and their workmen, which was received by the Central Government on the 24th February, 1983.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL—CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(31)/1980

PARTIES :

Employers in relation to the management of Sub-Area Manager, Datla Group of Western Coalfields Limited, P.O. Dungaria, District Chhindwara (M.P.) and their workmen named in the Annexure to the Schedule represented through the Bhartiya Koyla Khardan Mazdoor Sangh (BMS) P.O. Chandametta, District Chhindwara (M.P.).

APPEARANCES :

For Workmen—Shri S. S. Shakarwar, Advocate.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal DISTRICT : Chhindwara (M.P.)

AWARD

Dated : February 16, 1983

By Notification No. L. 22011(5)/79 D.IV(B) Dated 21-5-80 Government of India in the Ministry of Labour has referred the following dispute to this Tribunal, for adjudication :—

“Whether the action of the management of M/s. Western Coalfields Ltd., in relation to their Datla West Colliery in terminating the services of Shrimati Sonabai and 12 other female workers (Names given in the Annexure) and transferring them to private merchants for road sale work is justified. If not, to what relief are the concerned female workmen entitled ?”

ANNEXURE

1. Smt. Sonabai W/o Maikoo
2. Smt. Devaki W/o Kasia
3. Smt. Kailo W/o Chunilal
4. Smt. Jhamoti W/o Ajansha
5. Smt. Subedia W/o Jogilal
6. Smt. Meerabai W/o Raojee
7. Smt. Mariyam W/o Munnakhan.
8. Smt. Kamarjee W/o Bhura
9. Smt. Godabai W/o Ganpat
10. Smt. Jaya W/o Nathoo.
11. Smt. Heera W/o Dheba
12. Smt. Bisaniya W/o Madan
13. Smt. Kamata W/o Sammoo

2. The claim of all the workmen named in the Annexure to the order of reference is that they were engaged by the Manager of the Colliery on time rated jobs to do the job of wagon loading etc. from January 1977 and were continued upto October 1978 after which they were illegally retrenched by the management; that by virtue of the period of employment though they were entitled to be taken on regular rolls but their employment was terminated against the provision of the Industrial Disputes Act. The workmen, therefore, pray that their termination should be held as illegal and they should be held entitled to full wages and other benefits.

3. The management contends that Smt. Sona Bai and other workmen named in the order of reference used to supply bricks to the management as and when required; that payments were made depending on the supplies made by her; that the management had no control on the employees of Sona Bai; that Sona Bai was engaged in road repairing, drain cutting on fixed rates; that the employment of the workmen was purely on casual basis for few days and was for a particular date only; that no workman named in the order of reference was employed in the mining work; that the management did not transfer any of the workmen to a private employer; that the management could not employ these workmen because the employees already employed by the management were in excess of the sanctioned man power and that these workmen had no power to claim either employment or payment of wages as claimed.

3. Rejoinders were filed by both the parties in which both the parties reiterated their stands taken in the statements of demand.

4. No issues appear to have been framed in this case by my learned predecessor. On 1-10-1980 one witness was examined on behalf of the workmen and both the parties agreed for submission of a joint report about the actual days of work of the workmen, nature of work done by them, position of the vouchers and for continuity and break in the work etc. etc. Accordingly a joint report was submitted. Initially an objection was taken about this report but subsequently on 7-2-1981 the Union representative waived his objection regarding the correctness of the joint report. Accordingly on the basis of the joint report and the evidence given by the workmen the case was finally argued. In my opinion, the following issues arise in this case :—

ISSUES

1. Whether the workmen named in the order of reference were employee or are to be deemed to be the employees of the management of the Colliery?
2. If so whether the termination of their employment was justified?
3. To what relief are the workmen entitled?

5. Issue No. 1.—In her statement W.W.1, Smt. Jaya, stated that some 14 years before her statement Smt. Sona Bai and the other workmen known as Sona Bai's Gang were stopped from working and their employment was terminated. She also refers to the nature of work done i.e. carrying of wooden lots to the mine, of removing coal stocks from the rails, of unloading the tubs, lifting of pipes in the workshop etc. etc. This work, according to her, was performed according to the orders of the Manager. When questioned about the order of appointments, she said that no order in writing was given. In the cross-examination she admitted that instructions were given by Smt. Sona Bai who in her own turn was given instructions by the Manager. Payments were made to workmen. She denied suggestion that Sona Bai was working under a contract. With regard to her employment, on the date of examination she stated that she was working with Sona Bai.

6. So far as the management is concerned no one has stepped into the witness box show as to what was the nature of the work done by Sona Bai and the other workmen in the Colliery. Exclusive reliance, however, has been placed on a joint inspection report submitted in accordance with the order passed on 1-10-1980. It has, therefore, to be seen as to whether on the evidence given by W.W.1, Smt. Jaya, and the inspection report the aforesaid 13 workmen including Sona Bai are to be treated as the employees of the Colliery.

7. The joint inspection report based on the management's documents shows that between 11-1-1977 to 31-10-1978 various payments have been made to individual workman under different vouchers. The payments varied between Rs. 20 to more than Rs. 1000. In the column of nature of job the payments are said to have been made for earth cutting, wagon loading, coal stocking, tub loading, coal transporting, crack filling, bricks taking, sand collecting, manufacturing of bricks for colliery purposes, filling of trial pits, unloading of cement, white washing transporting of dolomite etc. etc. If according

to the management all these works were done by Sona Bai and this work was under a contract the contract must have been in writing. The written contracts have not been produced and tendered in evidence. The Contracts Labour (Regulation and Abolition) Act came in force on 7-9-1970. Admittedly the work done by these workmen commenced from January 1977 and continued upto October 1978. Accordingly both in 1977 and in 1978 the work continued for more 120 days. Consequently, in terms of Sec. 1, Sub-section (5) the work done by these workmen cannot be said to be of a casual or intermittent nature. The Colliery management was, therefore, the principal employer of these workmen.

8. The work referred to above and done by these workmen was incidental to and connected with the mining operations. Sec. 2(L) of the Mines Act 1952 reads as under :—

"A person is said to be 'employed' in a mine who works under appointment or with the knowledge of the Manager whether for wages or not, in any mining operation, or cleaning and oiling any part of any machinery used in or about a mine or any other kinds of work whatsoever incidental to, or connected with, mining operations."

9. The Joint Inspection report based on the management's documents clearly describes the nature of the work done by these workmen. The heading of the report is "Details of the vouchers (Payment) in respect of Smt. Sona Bai & others for the year 1977 & 1978". Reference has already been made above about the nature of work done by these workmen i.e. stacking of coal, loading of tubs, transporting of coal etc. etc. are works not only incidental to but connected with the mining operations. When these works were done by these workmen they must be held to have employed in the mine. Payments were admittedly made by the management and therefore knowledge about the employment of these workmen cannot be denied. I accordingly hold that these workmen were employed by the management in the mine for the aforesaid work.

Issue No. 1 is accordingly answered against the management.

10. Issue No. 2.—Admittedly the employment has been terminated without any cause whatsoever assigned by the management. The workmen having worked from January 1977, to October 1978, as already held above, were the employees of the management. The ground urged for their termination of employment has not been found to be valid. Accordingly the termination also cannot be treated as justified. Issue No. 2 is also therefore answered against the management.

11. Issue No. 3.—As regards the question of relief to be given to the workmen, it is admitted fact that they have not worked with the management since after they were not given any employment. W.W.1 admits that they have been working with some private person. Consequently, though they are entitled to be reinstated they should not be paid any back wages.

ORDER

According to the reasons given above termination of the services of Smt. Sona Bai and 12 other workmen named in the order of reference by the management of Daila West Colliery of Western Coalfields Limited is held to be not justified. They shall be reinstated and shall be provided the same work and at the same rates on which they were employed on the date of their termination. Award is passed accordingly. There will be no order as to costs.

S. R. VYAS, Presiding Officer.

[No. L-22011(5)/79-D.IV(B)]

S.O. 1594.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of North Chirimiri Colliery, Western Coalfields Ltd., P.O.

Gelhapani, Distt. Surguja (MP) and their workmen, which was received by the Central Government on the 24th February, 1983.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JABALPUR (M.P.)

Case No. CGIT/LC(R)(38)/1980

PARTIES :

Employers in relation to the management of North Chirimiri Colliery of Western Coalfields Ltd. P.O. Gelhapani District Surguja (M.P.) and their workman Shri S. K. Das represented through the Khan Mazdoor Parishad (CITU) P.O. Gelhapani, District Surguja (M.P.).

APPEARANCES :

For Workman—Shri L. N. Malhotra, Advocate.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal

DISTRICT : Surguja (M.P.)

AWARD

Dated, February 16, 1983

By Notification No. L-22012(5)/79-D.IV(B) dated 7th July, 1980, Government of India in the Ministry of Labour has referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the management of North Chirimiri Colliery of W.C.L. in not regularising Shri S. K. Das as Assistant Store Clerk Grade II during the period 6th August 1973 to 9th October, 1977 is justified ? If not, to what relief is the concerned workman entitled ?"

2. Briefly stated the facts giving rise to this dispute are these.

3. The claim of the workman, Shri S. K. Das, hereinafter referred to as the workman, is that from 16-11-1973 he has been working regularly as an Asstt. Store Keeper but inspite of having worked on this post for such a long period he has not been regularised on that post. On the contrary, according to him, he has been paid acting allowance but the real benefits of the post of Asstt. Store Keeper have been denied. He accordingly claims regularisation for the post of Assistant Store Keeper from 16-11-1973.

4. The claim is resisted by the management on the ground that the Union which has sponsored the case of the workman has no locus standi to sponsor his claim; that the workman on being promoted as Grade II Clerk accepted the promotion without any objection; that promotions of the post claimed by the workman are made only after the cases being decided by the Departmental Promotion Committee; that the workman was initially appointed as a Badli Mazdoor in August 1973, then as a permanent mazdoor in July 1976; that he never worked as an Asstt. Store Keeper and that it was only on 8-10-1977 he was promoted as a Grade II Clerk.

5. In their respective rejoinders both the parties reiterated their claims made in their respective statements.

6. No specific issue was raised in this case but on the pleadings of the parties the only issue that arises is as under :—

ISSUE

Whether the workman claims for regularisation as a Asstt. Store Keeper from November 1973 is justified or not ?

7. My finding on the aforesaid issue is that the claim made by the workman is not justified on the facts and material on record.

Reasons for the above findings :—

8. In this case evidence have been led by both the parties which has been examined by me. As per office order dated 16-7-1976 (Ex. M/1) the workman, whose name appears at serial No. 6, was appointed as a miscellaneous mazdoor in Cat. I with effect 5-7-1976. This order, therefore, clearly indicates that from 1973 the workman was not working as a Asstt. Store Keeper. Exts. M/2 and M/4 are copies of certain agreements between the parties. According these agreements also there is no indication that the workman has been appointed as a Asstt. Store Keeper as claimed by him. Ex. W/1 is a joint inspection report made by the parties but it does not show that the workman has in any substantive capacity worked on the post claimed by him. Ex. W/2 is a Medical Certificate in which the Medical Officer has designated him as a Asstt. Store Keeper. Such a designation by the Medical Officer does not create any right in the workman for any particular post. Similar are the leave applications Ex. W/3 and W/4. Accordingly, in my opinion, documentary evidence on record does not support the claim of the workman. As regards oral evidence the workman has examined himself. In his statement he has stated that he has been working as an Asstt. Store Keeper from November 1973 and looking after the ledger, statements of stores consumption, stores statement, stores inventory issue of materials from the stores, preparation of daily stores costing and posting of stores allocation register. He admits in para 3 that all these works was done by him under the oral orders of the Mines Manager. He claims that his attendance was marked in the separate register maintained in the stores. In para 4 he has stated that though he was designated as a Category I Mazdoor he was paid Acting Allowance of the Asstt. Store Keeper's post. In para 5 he admits that though the pay scales and allowances of a Grade II Clerk and Asstt. Store Keeper are identical but chances of promotion as an Asstt. Store Keeper are more beneficial as compared to the post of Grade II Clerk. In his cross-examination he admits that in stores also there are posts of Grade II Clerk on one of which he has been working and that the sanctioned strength of the stores department is Senior Store Keeper, Store Keeper, Asstt. Store Keeper and 2 Grade II Clerks. He also says that so far as these two Grade II Clerks are concerned there are no specified duties but they work as Asstt. Store Keepers only.

9. From the aforesaid evidence it is, therefore, clear that he has been working on one of the posts of Gr. II Clerks and he is being paid accordingly wages of this post. Admittedly, there is no written order for his appointment as an Asstt. Store Keeper. He admits that the pay and allowances of Gr. II Clerk on which he has been promoted and the Assistant Store Keeper are identical. Then, according to him, the strength of the stores department is of one Senior Store Keeper, one Store Keeper, one Asstt. Store Keeper and two Grade II Clerks. On all of which there are workmen working. Then how he can claim appointment as an Assistant Store Keeper when there is no vacant post for his appointment.

10. No documentary evidence has been produced by the workman to show that instead of Gr. II Clerk he is working as an Asstt. Store Keeper and the Stores Section has two posts of Gr. II Clerks. He might be discharging some duties connected with the stores but that does not mean that he is entitled to be designated as an Asstt. Store Keeper. Accordingly, in my opinion and his own evidence, the claim made by him cannot be accepted.

11. So far as the management's evidence is concerned, it is clear from the management's office order dated 8-10-1977 that the workman was promoted as Cat. I worker from 8-10-1977. Thereafter admittedly he was promoted as Gr. II Clerk and posted in the Stores. M.W.1 Shri G. G. Sachdev, states that from 1973 to 1977 the workman never worked as an Asstt. Store Keeper and that whenever there was a leave vacancy and the workman was called upon to officiate he was given the pay and allowances of the post i.e. Asstt. Store Keeper on which he worked. He denied the claim of the workman that he actually worked as Asstt. Store Keeper

from 1973 to 1977. Further in para 5 he stated that between 1973 to 1977 there was no vacancy of Asstt. Store Keeper in the Mines. If this was so, there was no question of the workman having worked as an Asstt. Store Keeper. During such short periods of leave vacancy etc. the workman may have officiated as an Asstt. Store Keeper and for that he was paid the officiating allowance.

12. In his cross-examination the witness was asked about the manpower budget of the mine. The question appears to have been asked to find out as to what was the sanctioned strength in the Stores Section. This fact is admitted by the workman himself in para 10 of his statement, wherein he admits that there is only one post of Asstt. Store Keeper besides other posts of Senior Store Keeper, Store Keeper and two Grade II Clerks. Consequently, unless there was a post available the workman could not be appointed at an Asstt. Store Keeper.

13. Accordingly on a discussion of the evidence given by both the parties I am clearly of the opinion that in the office in which the workman is employed there was no clearly vacant post of an Asstt. Store Keeper on which the workman had worked continuously from 1973 to 1977 as claimed by him. On the contrary, the evidence is that whenever there was short term vacancy he worked temporarily and was paid accordingly. But the workman's claim for regularisation as an Asstt. Store Keeper is not borne out from any evidence on record. Accordingly the workman's claim cannot be accepted.

14. In the light of the finding given as above the workman is not found entitled to the relief claimed by him. Reference is answered accordingly.

S. R. VYAS, Presiding Officer

[No. L-22012/5/79/D-IV(B)]

S.O. 1595.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Central Mine Planning and Design Institute Limited, Nagpur and their workmen, which was received by the Central Government on the 24th February, 1983.

BEFORE JUSTICE SHRI S. R. VYAS (RFTD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(21)/1981

PARTIES :

Employers in relation to the management of Central Mine Planning and Design Institute Limited, Nagpur and their workmen S/Shri R. K. Pitale and V. M. Kekadi represented through the National Coal Organisation (Government of India) Employees Association, Byramji Town, Nagpur-440013.

APPEARANCES :

For workmen—Smt. Chandra Thool.

For management—Shri P. P. Venkataraman, Senior Personnel Officer.

INDUSTRY : Coal

DISTRICT : Nagpur (M.S.)

AWARD

Dated, February 17, 1983

By Notification No. L-22012(21)/80-D.IV(B) dated 12th May, 1981, Government of India in the Ministry of Labour has referred the following dispute to this Tribunal, for adjudication :—

"Whether the action of the management of Central Mine Planning and Design Institute Limited, Nagpur in recruiting outside candidates as Clerk-cum-Typist without utilising the services of Shri R. K. Pitale and Shri V. M. Tekadi, Casual Clerks who were doing the job hitherto, is justified? If not, to what relief are they entitled?"

2. The claim of the workmen S/Shri R. K. Pitale and V. M. Tekadi, hereinafter referred to as the workmen, may briefly be stated as under :—

Between 23-7-1979 to 9-3-1980 they were employed in the office of the Regional Director, Central Mine Planning and Design Institute Ltd., hereinafter referred to as the management, on daily wages of Rs. 10. A post of L.D.C./Typist fell vacant under the management and both the workmen submitted applications for being considered for this post on 15th and 16th January 1980. Though these workmen were departmental candidates but they were neither considered nor given any appointment against the said vacant post. Smt. Sheela Ghosh who was not an employee of the management nor was a candidate sponsored by the Employment Exchange nor possessed the requisite qualifications for appointment as a Typist/L.D.C. yet she was appointed initially on a casual basis and later on regularised. The workmen were neither called nor asked to appear for the test nor were selected. Thus the management has acted unfairly and denied reasonable chance to these workmen for getting the regular appointment.

3. The case of the management is that the management Company has its Headquarters at Ranchi under the Coal India Ltd., that the dispute raised by the workmen is not an industrial dispute; that the workmen were casual employees only, that Smt. Sheela Ghosh had raised an Industrial dispute which ended in an award by the Industrial Tribunal; that it was only on compassionate ground that she was given employment initially on a temporary basis and subsequently on a regular basis when she acquired proficiency in typing etc.

4. In their rejoinder the workmen contend that they were not casual workmen; Smt. Sheela Ghosh was appointed without requisite qualifications; that she was not appointed on compassionate ground; that preference could not have been given to Smt. Ghosh over these two workmen; that appointment of Smt. Ghosh was in violation of the Employment Exchange (Compulsory Notification of Vacancies) Act and that undue discrimination has been shown to Smt. Ghosh.

5. In the rejoinder, the management has stated that in the test held by the management the workmen were not called because they were neither departmental candidates nor sponsored by the Employment Exchange; that these two workmen were employed for specific work and for a specific period; that the management had invited applications to be submitted by 16-8-1979 but no application was received from neither of these two workmen and that the claim made by the workmen is without any merit.

6. On these pleadings of the parties the following issues were framed :—

ISSUES

1. Whether the management of the Central Mine Planning and Design Institute Limited, Nagpur was justified in recruiting outside candidates as Clerk-cum-Typists without utilising the services of Shri R. K. Pitale and Shri V. M. Tekadi ?

2 To what relief are the parties entitled to ?

7 My findings on the aforesaid issues are as under :—
Issue No. 1.—The management of the Central Mine Planning and Design Institute Limited, Nagpur was not unjustified in recruiting Smt. Ghosh without utilising the services of Shri R. K. Pitale and Shri V. M. Tekadi.

Issue No. 2.—The workmen are not entitled to any relief.

Finding with reasons :—

8. Issue No. 1.—Oral and documentary evidence produced by both the parties in support of their respective claims.

9. It is not in dispute that between July 1979 to March 1980 both these workmen were given temporary/casual employment on a consolidated wage of Rs. 20 per day. Vide Ex. M/5 dated July 31st August 1979 the management

invited applications from amongsts the departmental candidates for the post of L.D.C./Typist from those candidates who possessed necessary qualifications specified in this notice. The candidates were required to submit their applications latest by 16-8-1979. It is an admitted fact that neither of these two workmen submitted any application for the aforesaid posts on or before 16-8-79.

10. The applications referred to by these workmen are Ex. W/1 and Ex. W/2 dated 16-1-1980. It is, therefore, clear that these two applications could not be treated as in response to the notice Ex. W/5 dated 1st August 1979.

11. On behalf of the management, evidence has been given by M.W. 1, Shri Venkataraman, who while admitting the employment of the workmen for the aforesaid period refers to Ex. W/5 the notice inviting applications from the departmental candidate. He also says that the vacancy was notified to the Employment Exchange. The workmen however, according to him, neither applied according to Ex. W/5 nor were referred to by the Employment Exchange. It would, therefore, be clear that so far as the management is concerned it could not concede the claim of the workmen as they neither made an application nor were referred to by the Employment Exchange.

12. The grievance of the workmen appears to be that Smt. Ghosh, who happened to be an employee of the management was given preferential treatment in as much as she was given an appointment without proficiency in typing, her appointment was extended frequently till she acquires proficiency and this was a clear discrimination between the workmen and her.

13. It is in the evidence of MW-1 that Smt. Ghosh had submitted an application Ex. W/7 and as per recommendation Ex. M/8, Ex. M/9 and M/9A she was given employment. There is also evidence that in reference case No. 22/79 there was an award Ex. M/6 according to which the dispute between Smt. Ghosh and the management of the Western Coalfields Ltd. was settled in view of the fact that Smt. Ghosh was given an appointment in the present management. The grounds on which she was appointed are stated in Ex. M/9A. Even assuming that Smt. Ghosh was given a preferential treatment in the matter of her appointment the question still would be as to whether the claim of these two workmen have been sacrificed.

14. According to MW-1, Shri Venkataraman, applications were invited only from the departmental candidates and from those who were referred to by the Employment Exchange upto a particular date. No such application was made by these two workmen. Therefore they had no right for being considered for appointment. On this ground the claim made by the workmen must be rejected.

15. So far as the evidence of the workmen is concerned, WW-1, Shri Tekade while referring to his casual employment does not say that he made an application in response to the notice Ex. M/5. He refers to some oral assurance given by one Shri Halder about being absorbed in case of any regular vacancy. However, such oral assurances are of no avail.

16. According to the statements filed by the parties between July 1979 to March 1980 both these workmen had worked at broken intervals for a total period of 159 days. He claimed that he was in employment from 13-4-81 to 14-8-1981 under oral orders. But this story of oral appointments has not been proved by any reliable evidence. He does not say that in response to Ex. M/5 he or the other workmen had submitted any application. Consequently, he does not appear to be entitled to any relief.

17. Workmen have also examined Mrs. Thool, the Union representative. She refers to the two applications made by the workmen Ex. W/1 and W/2. These applications, as already stated above, were made after the date specified in Ex. M/5. She further says that whenever a casual or badli workman is retrenched he is always preferred appointment for the next vacancy.

18. The case of the management is that the workmen were appointed only for a particular period and were not

re-employed after the said periods were over. She also expressed a grievance about the preferential treatment given to Smt. Ghosh.

17. In my opinion, considering the circumstances in which Smt. Ghosh accepted the job in accordance with the Award (Ex. M/o) it cannot be said that there was anything unfair on the part of the management to give her employment. After being selected by the management she was admittedly given sometime to acquire proficiency in typing etc. In doing so the management had its own discretion but that does not in any way effect the rights claimed by the workmen for appointment. In case they had applied in time, even though they were not departmental candidates, it could be said that the management omitted to consider their claims but having once failed to make an application in time the management was not bound to consider their cases either in preference to or along with those who had made applications and those who were referred to by the Employment Exchange. According to MW-1 about 14 candidates were selected from amongst those candidates who had applied and were referred to by the Employment Exchange. In doing so, the management did not act illegally.

18. So far as the appointment of Smt. Ghosh is concerned the management may be said to have been lenient but it does not in any way effects the rights of these two workmen. Accordingly my finding on Issue No. 1 is that the management was justified in recruiting an outside candidate as Clerk/typist without utilising the services of these two workmen viz. S/Shri R. K. Pitale and V. M. Tekade.

19. Issue No. 2.—In view of my findings on Issue No. 1 the workmen are not entitled to any relief. Award is made accordingly. There will be no order as to costs.

S. R. VYAS, Presiding Officer
[No. L-22012/21/80-D.IV(B)]

S.O. 1596.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Western Coalfields Limited, Kanhan Area, P. O. Durgaria, Distt. Chhindwara (MP) and their workmen, which was received by the Central Government on the 24th February, 1983

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(16)/1981

PARTIES :

Employers in relation to the management of Western Coalfields Limited, Kanhan Area, Post Office Durgaria, District Chhindwara (M.P.) and their workmen S/Shri Laxmi S/o Shri Phulchand and Tengari S/o Shri Kallu, Tub-loaders of Ambara Colliery represented through the M. P. Khadan Mazdoor Union (Tal Zhandal) Head Office Gudi Ambara, P. O. Ambara, District Chhindwara (M.P.)

APPEARANCES :

For Union—Shri B. D. Gupta, Advocate.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal DISTRICT : Chhindwara (M.P.)

AWARD

Dated, 16th February, 1983

This is a reference made by the Government of India in the Ministry of Labour vide its Notification No. L-22012(32)/80-D.IV(B) dated 4th April, 1981 for adjudication of the following dispute by this Tribunal :—

"Whether the action of the management of Ambara Colliery of Western Coalfields Limited, Kanhan in

dismissing the services of Sarva/Shri Laxmi son of Phulchand and Tengari son of Kallu, tub-loaders of Ambara Colliery with effect from 22nd May, 1979 is justified? If not, to what relief are the workmen concerned entitled?"

2. Briefly stated the facts giving rise to this dispute are as under :—

S/Shri Laxmi and Tengari were employed as Tub-loaders in the Ambara Colliery under the management of M/s. Western Coalfields Limited, Kanhan. Both of them were charge-sheeted under Clause 17(c), 1(i) and 1(q) of the Standing Orders for wilful insubordination and disobedience of wilful order of his superior, causing wilful damage to work in progress and for breach of the Mines Act etc. etc.

3. It was alleged that while employed as tub-loaders the stop block provided in the incline provided for stopping the movement of rails were dropped by these workmen and they sat on it stopping the movements of the tubs completely. On these allegations they were charge-sheeted and were called upon to show cause as to why they should not be punished. The workmen in their reply denies the charges. A departmental enquiry was held. The Enquiry Officer held the enquiry and found both the workmen of guilty. The management accented these findings and dismissed both of them. The dismissal order resulted an industrial dispute being raised by the workmen. Since there was no conciliation the Central Government referred the dispute to this Tribunal for adjudication.

4. In this Court the workmen contended that the charge-sheet issued against them were groundless; that the enquiry was vitiated on a number of grounds; that the findings of the Enquiry Officer were prejudiced and that the dismissal order was a result of victimisation.

5. The management's statement is that the charge was fully justified; that there was a proper and legal enquiry; that the findings of the Enquiry Officer were fully justified and that in the circumstance in which the workmen were found guilty of misconduct the punishment was fully justified.

6. On these pleadings the following issues were framed :—

ISSUES

1. Whether the domestic enquiry held by the management was not in accordance with law?
2. If the enquiry is found to be held in accordance with law, then was the order of dismissal passed by the management in respect of the workmen Laxmi and Tengari justified?
3. To what relief are the parties entitled?

7. Parties were first heard on Issue No. 1 relating to the validity of the enquiry. After considering the evidence given by both the parties it was by order dated 12-5-1982 held that the enquiry held against both the workmen was valid in all respects; that the findings of the Enquiry Officer were based on a reasonable and a proper appreciation of the evidence; and that the workmen have failed to establish any ground about any illegality or invalidity of the enquiry and the findings of the Enquiry Officer.

8. Thereafter the parties were directed to adduce evidence on Issue No. 2 and 3. But as per order passed on 9-2-1983 evidence of both the parties was closed as no evidence was kept present. Parties were accordingly heard on Issue No. 2 and 3.

9. After considering the various contentions raised by both the parties my findings on Issue No. 2 and 3 are as under :—

Issue No. 2.—Punishment of dismissal from service was not wholly justified.

Issue No. 3.—Workmen are entitled to be reinstated but without any payment of back wages.

Reasons :—

10. As already stated above the enquiry against the workmen was in all respects valid and the findings of

the Enquiry Officer have also been accepted as based on reasonable appreciation of the evidence given in the enquiry. It was urged on behalf of the management that by dropping the stop block the coal could not be either loaded in the tubs or moved out of the mine resulting in not only stoppages of production but movement of coal also. The fact that the workmen were guilty of dropping the stop block meant for the movement of tubs has been established in the Enquiry. It was urged on behalf of the workmen that on the date of the incident there was no production of coal necessitating the loading of the tubs and no movement of the coal outside the mines. In this respect it may be mentioned that if there was no coal to be loaded in the tubs and moved out the mines. In this respect it may be mentioned that if the stop block and thereby prevent the loading and movement of coal. It is in evidence given before the Enquiry Officer that the workmen were persuaded to remove the stop block and get down from the tubs on which they were sitting but the persuasion failed. Such a conduct is not expected of workmen working in a mine. If they had any grievance against any co-worker or the management they should have addressed their grievance to the proper authorities for being redressed. On the contrary they did not listen to any advice or persuasion from the co-workers and the higher authority. It has been found that because of the stop block being dropped and continuing sitting, the loading of the tubs and movement of the coal was stopped. Such a conduct is not expected from workers working in an underground mine. This conduct clearly adversely affected the movement of coal already produced and consequent production of more coal. The management was, therefore, justified in taking serious view of this matter.

11. The question, however, is as to whether extreme penalty of dismissal from service was or was not called for.

12. The workmen were dismissed on 22nd May 1979. Considering the nature of misconduct committed by the workmen I think an order for the reinstatement without back wages would be more appropriate punishment to the workmen. Accordingly the dismissal order should be set aside and the workmen shall be directed to be reinstated without any payment of back wages. The period from 22nd May 1979 to the date of reinstatement shall be treated as no work no pay and they shall be deemed to be continued in service for all other purposes.

13. Issue No. 3.—In the light of the findings given above, the workmen are entitled to be reinstated on the posts held by them on the date of dismissal and on the same pay. However, from the date of dismissal to the date of reinstatement they shall not be entitled to any wages, allowances and other benefits. The period from 22nd May 1979 till the date of reinstatement would not be treated as break in service. Award is passed accordingly. There will be no order as to costs.

S. R. VYAS, Presiding Officer

[No. I-22012/32/80-D.IV(B)]

New Delhi, the 8th March, 1983

S.O. 1597.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Chinakuri Colliery of Messrs Eastern Coalfields Limited and their workmen, which was received by the Central Government on the 3rd March, 1983.

BEFORE THE CENTRAL GOVT. INDUSTRIAL

TRIBUNAL-CUM-LABOUR COURT NO. 3,

DHANBAD

Reference No. 58 80

PARTIES

Employers in relation to the management of Chinakuri Colliery of M/s. Eastern Coalfields Ltd., P.O. Sunderchak, Dist. Burdwan,

AND

Their workman.

APPEARANCES :

For the Employers—Shri B. N. Jala, Advocate
For the Workman—Workman in person.

INDUSTRY : Coal

STATE : West Bengal

AWARD

Dated the 19th February, 1983

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012(41)/80-11.IV(B) dated the 24th September, 1980.

SCHEDULE

Whether the action of the management of Chinakuri Colliery of M/s. Eastern Coalfields Ltd., P.O. Sunderchak, Dist. Burdwan in not allowing Shri Nandy Prasad Wagon Loader to resume duty with effect from the 22nd January, 1976 is justified? If not, to what relief is the concerned workman entitled?"

2. On 18-2-83 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement.

3. I have gone through the settlement which is beneficial for the workman.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

J. N. SINGH, Presiding Officer

BEFORE THE HON'BLE PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NO. 3, DHANBAD

Reference No. 58 of 1980

PARTIES :

Employers in relation to the management of Chinakuri Colliery of E.C. Ltd.

AND

Their Workmen.

Joint Petition of Compromise

Both the parties aforesaid most respectfully beg to submit as under :

1. That the above matter has been heard by the Hon'ble Tribunal and 18-2-83 has been fixed for arguments of the parties.

2. That the Union having approached the management for a mutual settlement, in the meantime, the instant matter has been settled amicably between the parties on the following terms :—

(i) That the employers shall allow Shri Nandy Prasad the concerned casual workman to resume duty as a casual wagon loader at Chinakuri 3 Pit Colliery within seven days and the employers shall offer him job as and when available.

(ii) That the Union agrees that they shall have no claim for any back wages, whatsoever, for the entire period of his non-employment arising out this reference

(iii) That, by this settlement, the instant matter is fully and finally resolved.

(iv) That the parties agree that they shall bear their own cost of the proceedings.

(v) That this settlement shall be effective on the date this is accepted by the Hon'ble Tribunal.

3. That both the parties pray that the Hon'ble Tribunal would accept this settlement as fair and proper and be further pleased to pass an award in terms hereof.

And for this act of kindness, both the parties, as in duty bound, shall ever pray.

Dated this the 18th day of February, 1983
Madhu Banerjee,
For and on behalf of
the workmen.
18-2-83.
General Secretary

For and on behalf of
the employers.

Naudy Prasad
18-2-83

Sd. Illegible
Dy. CME/Agent

J. N. SINGH, Presiding Officer
[No. L-19012(41)/80-D.IV(B)]
S. S. MEHTA, Desk Officer

आदेश

नई दिल्ली, 11 जनवरी, 1983

कां०आ० 1598.—केंद्रीय सरकार की राय है कि इससे उदाहरण अनुसूची में विनिर्दिष्ट विषय के बारे में केंद्रीय भूगर्भ जल बोर्ड, मद्रास के प्रबंधन में सम्बद्ध एक औद्योगिक विवाद जनयोजकों और उनके कर्मचारियों के बीच विद्यमान है।

और केंद्रीय सरकार उक्त विवाद का स्वयंनिर्णयन के लिए निर्देशित करना वांछनीय समझती है।

अतः केंद्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठामें अधिकारी श्री टी० अमल राज होंगे, जिसका मुख्यालय मद्रास में होगा और उक्त विवाद का उक्त अधिकरण को स्वयं निर्णयन के लिए निर्देशित करती है।

अनुसूची

'क्या केंद्रीय भूगर्भ जल बोर्ड, फरीदाबाद के मुख्य अभियन्ता की श्री चेलैया चान्दी कुमार कवीनर, कार्यकारी अभियन्ता केंद्रीय भूगर्भ जल बोर्ड, डिवीजन नं० 1 माइलपोर, मद्रास-600004 की सेवाओं को कम परिश्रम प्रदान के वैकल्पिक उद्भूत कार्य की व्यवस्था किए बिना 2-4-81 से समाप्त करने की कार्यवाही व्यापारिक है? यदि नहीं तो कर्मकार किस अनुसूची में हकदार है।'

[सं० एन० 42012/19/81-डा-2(बी)]

ORDER

New Delhi, the 11th January, 1983

S.O.1598.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Central Ground Water Board, Madras, and their workman in respect of the matter specified in the Schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore in exercise of the powers conferred by Section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of

which Shri T. Arul Raj shall be the Presiding Officer, with headquarters at Madras, and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the Chief Engineer, Central Ground Water Board, Faridabad in terminating the services of Shri Cheilia Chandi Kumar, Cleaner Executive Engineer, Central Ground Water Board, Division No. IV Mylapore, Madras-600004 with effect from 2-4-1981 without providing him an alternative suitable job of a less labourious nature is justified? If not to what relief is the workman entitled?"

[No. L-42012(19)/82-D.II(B)]

New Delhi, the 2nd March, 1983

S.O. 1599.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the Sudamdih Project of Messrs Bharat Coking Coal Limited, Post Office Sudamdih, District Dhanbad and their workmen, which was received by the Central Government on the 28th February, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, DHANBAD

Reference No. 51 of 1981

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947

PARTIES :

Employers in relation to the management of Sudamdih Project of Messrs Bharat Coking Coal Limited, Post Office Sudamdih, Distt. Dhanbad

AND

Their workmen

APPEARANCES :

For the employers—Shri R. S. Murthy, Advocate.

For the workmen—None.

STATE Bihar.

INDUSTRY : Coal.

AWARD

Dhanbad, the 23rd February, 1983

This is a reference under S. 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012(139)/81-D. IIIA dated 28th July, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

"Whether the demand of the union that Sarvashri Palton Manjhi and P. Subramaniam, Sub-station Attendants of Sudamdih Colliery of Messrs Bharat Coking Coal Limited, Post Office Sudamdih, District Dhanbad should be placed in Category-V with effect from the 18th January, 1974 is justified? If not, to what relief are the concerned workman entitled

The demand of the concerned workmen is that they should be placed to Category V w.e.f. 18-1-74. This demand is based on a settlement through arbitration and an Award given by Shri J. G. Kumaramangalam dated 18-1-74. During the relevant period i.e. in January, 1974 there were five Sub-station attendants including these concerned workman and out of them 3 viz. Manbodh Supkar, Neel Ratan Supkar and Ashraf Pandit were given the benefits of the Award. According to the concerned workman they should have also got

the benefit of the Award w.e.f. 18-1-74. The workmen have admitted that 6-1/2 years after the Award on 29-7-80 the concerned workman have been placed in Cat. V. According to them, they should get this benefit retrospectively w.e.f. 18-1-74. The case of the concerned workmen is based on discrimination by the management although they were doing the same job as other Sub-station attendants who are placed in Cat. V w.e.f. 18-1-74. The management case on the other hand is that this Sudamdih Project workers were not the party to the Award and therefore they could not claim any benefit out of the Award.

The management has placed on the record a photostat copy of the Award which have been proved by MW-1, R. R. Bakantri. In the Award the parties were management of NCDC, Ranchi and Colliery Mazdoor Sangh, Dhanbad. The evidence of MW-1 is that Colliery Mazdoor Sangh does not operate in Sudamdih Colliery where Bihar Colliery Kamgar Union is the recognised Union. MW-1 has said that the Award is not applicable to Sudamdih Project. He has further said that at one Sub-station three attendants are required to run the 3 shifts and they are Neel Jatan Supkar, Manbodh Supkar and Ashraf Pandit.

On behalf of the workmen no serious attention was paid to this case possibly because they are already placed in Cat. V. The only point raised by them is that they should be placed in Cat. V w.e.f. 18-1-74. Unfortunately this case had to be taken ex parte due to the laches of the workmen. The evidence adduced on behalf of the management is therefore, ex parte. The concerned workman have not shown any good case for being placed in Cat. V w.e.f. 18-1-74 on the basis of Award Exl. M-1. The Award does not show that Sudamdih Project and their workers were included in this Award.

Thus having considered the evidence before me I have to hold that the demand of the union that Sarvashaj Palton Manphi and P. Subramaniam, Sub-station Attendants of Sudamdih Colliery of Messrs Bharat Coking Coal Limited, P.O. Sudamdih District Dhanbad should be placed in Category V w.e.f. the 18th January, 1974 is not justified. Consequently the concerned workmen are not entitled to any relief.

This is my Award.

J. P. SINGH, Presiding Officer
[No. I-20012(139)/81-D.III(A)]

New Delhi, the 5th March, 1983

S.O. 1600.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Sijua Colliery of Messrs Tata Iron & Steel Company Ltd., and their workmen, which was received by the Central Government on the 3rd March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the
Industrial Disputes Act, 1947

Reference No. 52 of 1981

PARTIES :

Employers in relation to the management of Sijua
Colliery of Messrs Tata Iron and Steel Company
Limited, Post Office Bhelatand, District Dhanbad

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri B. Joshi, Advocate.

For the workmen—Shri J. D. Lal, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated the 25th February, 1983

AWARD

By Order No. I-20012/229/81-D.III(A) dated the 10th September, 1981, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following disputes to this Tribunal for adjudication.

"Whether the demand of the workman Shri Fuku Mahato, Shunting Mazdoor, Sijua Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Bhelatand District Dhanbad that since he has been found innocent by the Police and the Chief Judicial Magistrate, Dhanbad for the charge of alleged theft, he should be reinstated in his job with all benefits, is justified? If so, to what relief is the workman concerned entitled?"

2. The case of the management is that the concerned workman, Fuku Mahato was working as Shunting Mazdoor at Sijua Colliery. On 14-10-79 he was in 'B' Shift duty and at about 3 p.m. in the night he was caught red-handed by Ganesh Singh and Sano Kumar Bhagat, watchmen of the colliery on duty, near the screening plant with a 30 lbs. rail, measuring 15', which he had stole from a place near 15 No., pit where other rails of the management were stacked, and he was carrying the same with the help of another person, who could not be recognised as he managed to escape. In respect of the said occurrence a first information report was lodged at the Jogla Police Station in the same night at 10 p.m. where Fuku Mahato along with the stolen rail was produced and handed over to the police and on the basis of the first information report Jogla P. S. Case No. 6(10)79 was registered. For the above act of misconduct, a charge-sheet dated 26/2-10-79 was also issued by the management to Fuku Mahato who submitted his explanation which was not found to be satisfactory and thereafter a domestic enquiry was held in presence of Fuku Mahato in which he participated. He, however, did not cross-examine the management's witnesses even though he was given full opportunity and chance to do so. He, however, examined himself and produced defence witnesses in the enquiry. The domestic enquiry was held after observing the principles of natural justice and he was given full chance and opportunity to cross-examine the management's witnesses and produce witnesses in his favour. As a result of the above domestic enquiry the charge and since against Fuku Mahato was satisfactorily established and since the misconduct was of a serious nature he was dismissed from service with effect from 19-3-1980. The management submitted in its written statement that the question regarding fairness and propriety of the domestic enquiry may be decided as preliminary issue, and, in case it be found that the domestic enquiry was not fair and proper, the management may be given a chance to prove the misconduct of Fuku Mahato by adducing fresh evidence before this Tribunal. The police investigation in the aforesaid Jogla P.S. Case No. 6(10)79, no doubt, subsequently, ended in submission of a final report dated 13-4-80 by the police which was accepted by the Chief Judicial Magistrate, Dhanbad, by his order dated 26-7-80 resulting in discharge of Fuku Mahato in the Police case. But the domestic enquiry being independent of the police investigation, in which the management had no say, the domestic enquiry, which was fair and proper, is in no way affected by the results of the police investigation or acceptance of the final report by the Chief Judicial Magistrate, and, hence, the concerned workman, Fuku Mahato, is not entitled to any relief on that scope.

3. The case of the concerned workman Fuku Mahato, is that in the domestic enquiry he had denied the charge levelled against him and he had pleaded innocence and had also stated that he had been falsely implicated in this case. He had also submitted an application in the domestic enquiry for the postponement of the domestic enquiry till finalisation of the police case filed against him by the management for the alleged theft and for the same reason he had pleaded his inability to cross-examine the management's witnesses, but the management did not concede his request and proceed-

ed with the conducted the domestic enquiry in haste with the result that he was forced to be present in the domestic enquiry. He was, however, gravely prejudiced and handicapped in his defence since the matter was already under police investigation. The domestic enquiry was in the circumstance one-sided which cannot be regarded as fair and proper or in accordance with the principles of natural justice. In the said domestic enquiry also the charge levelled against him was not satisfactorily established but he was dismissed from service with effect from 19-3-80 on the basis of such one-sided enquiry. The police, however, in the police case lodged at Jogta Police Station in respect of the same occurrence, after thorough investigation, subsequently, submitted a final report dated 13-4-80 (Ext. W-8) which was accepted by the Chief Judicial Magistrate by his order dated 26-7-80 (Ext. W-9) resulting in his discharge. He, therefore, claims that by virtue of his discharge by the order dated 26-7-80 (Ext. W-9) of the Chief Judicial Magistrate, on acceptance of the final report dated 14-4-80 (Ext. W-8) submitted by the police in respect of the said alleged occurrence of theft, his dismissal from service with effect from 19-3-80 on the basis of domestic enquiry is unjustified and he is entitled to be reinstated with continuity of service and full wages for the idle period till his reinstatement.

4. Although the concerned workman in his written statement and rejoinder had challenged the fairness and propriety of the domestic enquiry on various grounds and the management in its written statement and rejoinder had submitted that the question of fairness and propriety of the domestic enquiry may be decided as a preliminary issue, and, if it is held that the domestic enquiry was not fair and proper, the management may be given a chance to prove the misconduct by adducing fresh evidence before this Tribunal, when this preliminary issue was taken up for hearing on 12-1-83, Sri J. D. Lall appearing for the workman submitted that he accepts the fairness and propriety of the domestic enquiry and does not challenge it and that the matter may be heard on merit. Sri J. D. Lall appearing for the workman and Sri S. S. Mukherjee appearing for the management also agreed that the documents filed by them may be marked as exhibits dispensing with their formal proof and that a date may be fixed for hearing on merit on the basis of the exhibited documents as they do not propose to lead any oral evidence. Accordingly, the parties did not lead any oral evidence in this case and arguments of both sides were heard on 22-2-83 on the basis of the exhibited documents of the parties.

5. It having been conceded by Sri Lall appearing for the workman that the domestic enquiry was fair and proper, only two points remain to be considered in this case, namely, (1) whether the evidence adduced in the domestic enquiry prove the charge levelled against the concerned workman; and if so, whether the punishment of his dismissal with effect from 19-3-80 awarded to him was proper and (2) whether the subsequent submission of the final report dated 13-4-80 by the police in the Jogta P.S. Case No. 6(10)79 and its acceptance by the Chief Judicial Magistrate by his order dated 26-7-80 resulting in his discharge nullifies the result of the domestic enquiry and entitles him to be reinstated to his original job with all benefits.

6. Ext. M-1 is the chargesheet dated 26/27-10-76 which was served on Fuku Mahato by the Manager (Opn.) of Sijua Colliery. It was stated in the chargesheet that it had been reported that on 14-10-79 when he was in 'B' shift duty he was caught red-handed by Ganesh Singh and Sheo Kumar Bhagat, watchman, near Screening Plant with a 30 lbs. nail measuring 15" which he had stolen from a place near 15 No. Pit with the help of a person who had not been recognised, because he managed to escape, and since the above act constituted grave misconduct on his part, he was allowed 72 hours time from the date of the receipt of the charge to give his explanation. The explanation which he gave is noted below the aforesaid charge in the column meant for it. His explanation was that since the management had lodge a first information report in respect of the very same occurrence at the Jogta Police Station, being Jogta P.S. Case No. 6(10)79, which was still sub-judice in the court of the Chief Judicial Magistrate, Dhanbad, he was legally required to give his defence before that competent court of law and prior to that he was not supposed to submit his defence elsewhere. He, therefore, prayed to stay the domestic enquiry pending the decision of the aforesaid court. This was all the

explanation which he had given in reply to the said charge. The said explanation having not been found satisfactory by the Manager (Opn.) Sijua Colliery, he, by his letter dated 30-10-79 (Ext. M-2), decided to hold a domestic enquiry into the charge levelled against Fuku Mahato and directed him to appear in the office of the Personnel Officer, Sijua Colliery, on 6-11-79 at 10 a.m., who was directed to conduct the domestic enquiry. On 6-11-79, however, Fuku Mahato filed a petition (Ext. M-3) for time before the Enquiry Officer on the ground that his witness was on duty on that date. This was acceded by the Enquiry Officer who by his letter dated 9-11-79 (Ext. M-4) adjourned the enquiry to 14-11-79 at 10 a.m. On 14-11-79 Fuku Mahato again filed a time petition (Ext. M-5) before the Enquiry Officer on the ground that his witnesses were either on rest or sick. Thereupon the Enquiry Officer by his letter dated 16-11-79/5-12-79 (Ext. M-6) adjourned the enquiry to 7-12-79 at 3 p.m. The enquiry, however, could not be held even on 7-12-79 as Fuku Mahato himself was on sick report, and hence by letter dated 25-12-79/4-1-80 (Ext. M-7) the enquiry was adjourned to 18-1-80 at 3.30 p.m. On 11-1-80 the enquiry was held at which I Biswas, Asstt. Security Officer and Sheo Kumar Bhagat and Ganesh Singh, watchmen, were examined on behalf of the management, but their cross-examination was declined by Fuku Mahato. On that very date the concerned workman, Fuku Mahato, examined himself but in his examination he simply stated that whatever explanation he had given in response to the chargesheet should be treated as his statement as he had nothing more to say. He was cross-examined on behalf of the management, but in his cross-examination he expressed his inability to reply any question on the ground that his case was sub-judice in court of law. He also examined two defence witnesses, namely, Dahu Mahato and Kali Rajwar who were cross-examined by the management. This was followed by the enquiry report dated 5-2-80 of the Enquiry Officer holding that the charge levelled against Fuku Mahato was established. On the basis of the said enquiry report, the Manager (Opn.), Sijua colliery, in his letter dated 25-2-82 (Ext. M-10), recommended to the Agent (O) of Sijua Group for dismissal of Fuku Mahato, who, in his turn, by his order dt. 12-3-80 (Ext. M-11) followed by a letter dated 12-3-80 (Ext. M-12) dismissed Fuku Mahato with effect from 19-3-80.

7. The material evidence led by the management in this case was the evidence of two eye witnesses to the occurrence, namely, Sheo Kumar Bhagat and Ganesh Singh, watchmen. Sheo Kumar Bhagat had deposed that on 24-4-79 he was deputed as watchman in Sijua loading in 'B' Shift along with Ganesh Singh, and at about 8 p.m., when there was power failure, while they were coming towards the Screening Plant when they heard a sound of falling of iron rail on which they rushed towards the Screening Plant and stood there for a while and from there saw two persons carrying rail and going towards 'Basti' on which they shouted "Chor Chor", and, on hearing their alarm and seeing them, one of the thieves, who was in front, left the rail about 5 yards ahead of them and fled away towards the village, but the second person was caught by them whereupon they raised alarm by blowing whistle, and, on hearing the alarm, another watchman on duty at the siding, namely Asraf Hussain rushed there and when he reached there they asked him to inform about the incident to the Security Office. He has further deposed that he recognised the arrested person who was a workman named Fuku Mahato and after few minutes Sri M. K. Singh, Inspector, along with Havildar, Ram Jatan Singh, reached at the spot and from there they brought Fuku Mahato to the Security Office along with the rail where the Security Inspector questioned the arrested person about his name and designation and measured the rail which was found to be about 15' in length.

8. Ganesh Singh had deposed that on 14-10-79 he was in 'B' Shift duty and was deputed on Sijua Loading as watchman along with Sheo Kumar Bhagat and at about 8 p.m., when there was power failure, they were proceeding towards the Screening Plant and when they reached near the Screening Plant they heard a sound and stood there for a while and from there saw two persons carrying rail and proceeding towards village on which they rushed towards them, but, on seeing them, they fled towards village leaving the rail there on which they shouted "Chor Chor" and followed them and caught one of them, the other having escaped. He has next deposed

that thereafter he gave alarm by blowing whistle on which immediately another watchman, named, Asraf Khan, who was on duty at Sijua Siding, rushed there on which he asked him to inform about it in the Security office whereupon he went to the Security office and after few minutes the Inspector on duty, M. K. Singh, along with Having, Ram Jantan Singh, reached there and thereafter the arrested person was brought along with rail to the Security office while M. K. Singh, Inspector enquired from the arrested person about his name and designation on which he said that his name was Fuku Mahato and he was working as Shunter. He was also deposed that the rail was measured there which was found to be about 15' length.

9. As already mentioned above, Fuku Mahato had declined the cross-examination of the aforesaid two eye-witnesses to the occurrence, and hence I see no reason to dis-believe them, and, on their evidence, the charge of theft of rail levelled against Fuku Mahato stands amply proved.

10. Though Fuku Mahato had submitted an explanation to the chargesheet submitted by him and had also examined himself before the Enquiry Officer, he had not disclosed any specific case in support of his defence nor he had disclosed any fact which could be a reason for his false implication or victimisation.

11. Two defence witnesses were examined by Fuku Mahato, namely, Dahu Mahato and Kali Rajwar, but Kali Rajwar had simply pleaded ignorance about Fuku Mahato's case by stating that he had no knowledge about it, and Dahu Mahato had also simply stated that he had not seen Fuku Mahato lifting the rail or carrying the rail as the light was off, and that he was sitting near bunker when the power was resumed and at that he had seen Security personnel standing with Fuku Mahato but he had not enquired anything from anyone of them.

12. On the evidence adduced in the domestic enquiry therefore, the charge of theft against Fuku Mahato appears to be well proved, and, when the charge of theft is proved, nothing sort of dismissal would have been the proper punishment as awarded by the management which is one of the punishments for theft provided in the clause 19 of the Standing Orders of the Company (Ext. M-14). Therefore the order of the management in dismissing Fuku Mahato from service with effect from 19-3-80 on the basis of the aforesaid domestic enquiry is fully justified.

13. The next question, however, is whether the said order of his dismissal based on the aforesaid domestic enquiry is nullified or in any way superseded or affected by the result of subsequent submission of the final report dated 13-4-80 (Ext. W-8) by the police and its acceptance by order dated 26-7-80 (Ext. W-9) by the Chief Judicial Magistrate, Dhanbad, resulting in the discharge of Fuku Mahato. The law on the point is clear. In the case of J. K. Cotton Spinning & Weaving Co. Ltd., vs. Workmen (2 SCLJ. 1438) it has been held that principles of natural justice do not require that the employer must wait for decision of a criminal case or an appeal before proceeding with a domestic enquiry. In the case of Delhi Cloth & General Mills Ltd. vs. Kushal Bhan (2 SCLJ. 1340) it has been held that very often employers stay enquiries pending the decision of the criminal court and that is fair; but principles of natural justice do not require that an employer must wait for the decision of the Criminal Court before taking action against an employee. In that case it was also held that the fact that the employee did not choose to take part in the enquiry no violation of natural justice can be found with that enquiry. I am, therefore, of the opinion that the management was within its right to proceed with the domestic enquiry during the pendency of the investigation of the police case and to pass an order of dismissal of Fuku Mahato on the basis of the domestic enquiry, which has been held to be valid, and the same is in no way affected by the subsequent submission of final report by the police or its acceptance by the Chief Judicial Magistrate in the police case resulting in his discharge.

14. Sr J. D. Lal appearing for the workman has cited the case of Bombay Steel Rolling Mills Ltd. vs. Khemchand Rajkumar Steel Mills (5 SCLJ 3562) in support of his contention that acquittal of workman in criminal case makes a good

case for re-instatement. But in that case there was no domestic enquiry against the concerned workmen prior to their acquittal by the criminal court nor any order of dismissal was passed against them on the basis of any domestic enquiry. What had happened was that there was some dispute in the factory of the company and police cases were started against some of the workmen, and it was when these cases were pending that four separate agreements were arrived at between the Union representing the workman and the Company before a Conciliation Officer and one of the terms of agreement was that the workmen against whom the police cases finally resulted in conviction shall be dismissed from the services of the company and those who would be discharged or acquitted or dropped from the cases would be reinstated in their jobs with full benefits, less the monies received by them as subsistence allowance. It was in that context that it was observed by the Supreme Court that in the terms of the settlement those workmen who had been acquitted in the criminal cases were entitled to be reinstated, and even apart from such settlement there would be a good case for their claim of reinstatement as soon as they had been acquitted. In the instant case, however, there was already a valid domestic enquiry followed by the order of dismissal of Fuku Mahato prior to the submission of the final report by the police and its acceptance by the Chief Judicial Magistrate, Dhanbad leading to his discharge, and this was also not a case of acquittal of Fuku Mahato after trial. Therefore, the aforesaid case of Bombay Steel Rolling Mills Ltd. vs. Khemchand Rajkumar Steel Mills (supra) cited by Sri Lal appearing for the workman has got to relevance to the acts of the present case.

15. After the submission of the final report dated 13-4-80 (Ext. W-8) by the police and its acceptance by order dated 16-7-1980 (Ext. W-9) by the Chief Judicial Magistrate, Dhanbad, leading to the discharge of Fuku Mahato, he had made two representations dated 7-8-1980 (Ext. W-1) and 1-11-1980 (Ext. W-4) to the General Manager and Deputy Divisional Manager respectively for his reinstatement to which suitable replies dated 14-10-1980 (Ext. W-2) and 29-11-1980 (Ext. W-5) were given to him by the Dy. Deputy Divisional Manager (Administration) expressing his inability to concede to his request. These papers are not relevant for the purpose of deciding the issue involved in this case.

16. In the result, it is held that the concerned workman Fuku Mahato, who had been held to be guilty of theft in a validly held domestic enquiry and had been dismissed with effect from 19-3-1980 is not entitled to be reinstated in his job with all benefits because of subsequent submission of final report dated 13-4-1980 (Ext. M-8) by the police in the police case instituted in respect of the said theft case or its acceptance by the Chief Judicial Magistrate, Dhanbad, by his order dated 26-7-1980 (Ext. M-8). In the result the concerned workman, Fuku Mahato, is not entitled to any relief. There would, however be no order as to cost.

MANORANJAN PRASAD, Presiding Officer
[No. L-20012(229)/81-D.II(A)]

S.O. 1601.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Basuria Colliery of Messrs. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 3rd March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 36 of 1980.

PARTIES

Employers in relation to the management of Basuria Colliery of Messrs Bharat Coking Coal Ltd., P. O. Kusunda, Dist. Dhanbad.

AND

Their Workmen.

APPEARANCES :

For the Employers.—Shri B. Joshi, Advocate.

For the Workmen.—Shri S. Bose, Secretary, Rashtriya Colliery Mazdoor Sangh.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 26th February, 1983

AWARD

By Order No. L-20012/163/80-D. III. A, dated, the 21st November, 1980, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act), referred the following dispute to this Tribunal for adjudication.

"Whether the demand of the workmen of the management of Basuria Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad that Sarvashri Sukhendu Banerjee, Purnendu, Ramayan Yadav and Shrimati Sipra Dutta, School Teachers and Shri Dhananjay Choudhary, Peon of Basuria Vidyalaya of Basuria Colliery that they should be deemed as their direct employees and that they should be given wages and other benefits as per recommendations of the Central Coal Wage Board and National Coal Wage Agreements No. I & II with effect from 1st May, 1972 1st January, 1975 and 1st January, 1979 respectively is justified? If so, to what relief are the said workmen entitled?"

It may be mentioned here that the date 1st May, 1972 mentioned in the aforesaid order of reference is the date of coming into force of the Coking Coal Mines (Nationalisation) Act, 1972, and the dates 1st January, 1975 and 1st January, 1979 are the dates of coming into effect of the National Coal Wage Agreements I & II respectively.

2. Sarvashri Sukhendu Banerjee, Purnendu, Ramayan, Yadav and Shrimati Sipra Dutta are school teachers, and Shri Dhananjay Choudhary is a peon of a school named Basuria Vidyalaya situated within the premises of Basuria Colliery belonging to Messrs Bharat Coking Coal Limited (hereinafter referred to as the company) and their case has been sponsored by the workmen of the colliery belonging to the Trade Union named Rashtriya Colliery Mazdoor Sangh.

3. The case of the workmen is that the school is located within the colliery premises in a building belonging to the company and the above named teachers and peon are permanent employees of the school which is run by the colliery management and the students of the school are wards of the colliery employees working under the company. The salary and emoluments to the teachers and peon as well as all expenditure incurred in connection with day to day administration of the school are paid by the company through colliery administration and the immediate control of the affairs of the school is also in the hands of the colliery officials, such as, the Manager and the Welfare Officer, and its over all supervision and control is in the hands of the company's Head Office through the Additional Chief Personnel Manager. Under the Coal Wage Board recommendations the school teachers and peons have been equated with the clerical grade and as such the workmen directly as well as through their Trade Union represented before the administration for paying proper grade of wages to the teachers and the peon of the school, but the management declined to do so. The demand of the workmen therefore, is that the management should treat the above named teachers and peon as their direct employees and pay

them proper grade of wages as per Central Coal Wage Board recommendations and subsequent National Coal Wage Agreements I & II with effect from 1st May, 1972.

4. The case of the management, on the other hand, is that no employer and employee relationship exists between the management and the above named teachers and peon of the school as the school neither belongs to nor is run by the colliery administration and the above named teachers and peon are employees of a school which is run by a committee. There is no separate school building and the school is run in the community hall of the colliery which is meant for get-together of the workers and the staff in the evening and for other club activities. The management has permitted the committee to use the club building during day time for holding school meant for the children of the locality. This is purely a benevolent act of the management. The teachers are paid by the committee out of the funds collected from the fees and contribution from the locality and the management also makes contribution towards the school fund in the form of aid, but the school has not been taken over by the management. The above named teachers and peon being not workmen engaged in mining industry, the Central Coal Wage Board recommendations have no application to them. The present reference is also not legally maintainable and the Tribunal has no jurisdiction to give any award in this case as the concerned persons are not "workmen" within the meaning of its definition given in section 2(s) of the Act, and the Central Government is also not the appropriate Government to make this reference in terms of section 2(s) of the Act as they are neither working in the mine nor they have any connection with any work incidental to or connected with mining operation. The contention of the management, therefore, is that the concerned persons are not entitled to any relief.

5. Before the hearing of the case commenced, a petition dated 10-1-1983 was filed on behalf of the management stating that the present dispute relates to the teachers of the school and since the management has raised the issue in its written statement that the present reference is not legally maintainable in this Tribunal for want of jurisdiction, this question may be decided as a preliminary issue before proceeding to hear the case on merit. But after some hearing on the petition it was agreed by Sri B. Joshi appearing for the management and Sri S. Bose appearing for the workmen that since in view of the pleadings of the parties there is also a dispute between them as to whether the concerned teachers are employed in the school by the management of the company as asserted by the workmen in their written statement and rejoinder or by an independent committee as asserted by the management in its written statement and rejoinder, evidence necessarily will have to be gone into in this case to decide that question, and hence it would be expedient for the parties to lead full evidence on merit of the case also, and the entire issue involved in this case may be decided only thereafter including the aforesaid preliminary issue raised by the management in its petition dated 10-1-83. Accordingly, by order dated 11-1-83, parties were directed to lead full evidence on the merit of the case also to be decided thereafter including the aforesaid preliminary issue raised by the management, and the parties have accordingly led full evidence:

6. Sri Sukhendu Banerjee (WW-1), the Head Master of the school, is the only witness examined on behalf of the workmen and Sri A. K. Nandi (MW-1), who is an Engineer in the colliery and is the Secretary of the colliery club, is the only witness examined on behalf of the management. Besides certain documents have also been exhibited on either side.

7. In his examination-in-chief, Sukhendu Banerjee (WW-1) has deposed that he is the Head Master of the school since 1969, and, besides him, there are four teachers in the school, namely, Purnendu Banerjee, Ramayan Yadav, Shrimati Sipra Dutta and Tapeswar Yadav, out of whom the name of Tapeswar Yadav has been omitted in the order of reference, and there is also a peon in the school named Dhananjay Choudhary. He has further deposed that the school belongs to Basuria Colliery and is located in the ground floor of a double storied building belonging to the colliery in the first floor of which there is a club of the staff of the colliery. According to him the said building was constructed by the ex-proprietor of the colliery which, after the nationalisation of the colliery, belongs to the company, and close east to the school building is the dispensary of the colliery to the south

is a railway line, to the north there are staff quarters of the colliery and to the west there is the colliery canteen, and across the railway line there are staff quarters and colliery office. It is further his evidence that there are classes from Class-I to Class-VII in the said school in which the teaching medium is Hindi and Bengali and there are 150 students in the school of the age group of 5 years to 12 years, who are all children of the employees of the colliery and there is no outsider, and tuition fees are not charged from any of the students in the school and all the expenses for running the school including the salary of the teachers and peon are met by the company and the payment is made to him for the purpose by the Manager of the colliery and he drawn money for the purpose from the Cash office of the colliery and before money is paid to him vouchers are prepared which are passed by the colliery management and it is only then that the cashier of the colliery makes payment to him for meeting the school expenses. It is also his evidence that the management of the colliery exercises administrative control over him.

8. He has also led some evidence regarding the types of job performed by the teachers and the peon of the school. According to him, the concerned teachers take roll call of the students of their respective classes and maintain the attendance register and while teaching the students in writing or in drawing the teachers themselves have sometime to write or to draw, and in the curriculum there is also provision for teaching gardening, physical training and cultural activities, such as, music, drama handicraft etc. and the teachers teach gardening by practical demonstration and they also conduct physical training classes and arrange for imparting training in drama, music and handicraft. It is further his evidence that if a student falls ill during school hours it is the duty of the teachers to take him to the adjoining dispensary of the colliery and it is also the duty of the teachers to escort the students after school hours to safe areas after crossing the railway line. According to him, the peon of the school does the sweeping and cleaning work and it is also his duty to open the doors and window of the school and to give water to the students when required from the drum in which water is filled by a separate waterman who is a worker of the company and who gets his salary from there. It is further his evidence that when he has got to write any letter to the management of Basuriya colliery he writes it himself and sends it through the peon.

9. In his cross-examination, Sri Sukhendu Banerjee (WW-1) has admitted that in the colliery there are holidays for seven days only in a year but in his school the number of holidays is much more according to the one prescribed by the Education Department of State Government. He has further stated that in the school a few students are also wards of outsiders but their number will not be more than ten. He has next stated that since 1973 the company is financing the entire expenditure of the school and since then no admission fee or tuition fee is being charged either from the wards of the employees of the colliery or from outsiders, but, before 1973, at the instance of the Manager of the colliery, Rs. 2 was being charged from every student as admission fee. He has next stated that before the present reference the practice was that he used to receive money direct from the Cashier of the colliery for meeting the school expenses including the salaries of the teachers and peon and for that purpose vouchers used to be prepared by the colliery office in his name as Head Master of the school and he used to sign on the reverse of the voucher in token of having received the money, but after the present reference the colliery authorities stopped making direct payments to him or to prepare vouchers in his name and instead they started preparing vouchers in the name of Sri H. P. Lala, Accountant of the colliery, as the Treasurer of the school and it was he who used to receive money from the colliery office and make payments to him and in token thereof he used to sign on a register maintained for the purpose by Sri H. P. Lala.

10. In his examination-in-chief, Sri A. K. Nandi (MW-1) has deposed that he is an Engineer in Basuriya Colliery since 1963 and he is the Secretary of the Club of the colliery which is managed by a Club Committee of which the Agent of the colliery is the President. According to him, the club building is a double storied building and in the first floor of the building the club is situated and the ground floor of the building is used for the purpose of the school during day

time and in the night the members of the club use the ground floor of the building for playing badminton and in the said ground floor there is also a stage and a green-room. It is further his evidence that the club is run by contribution received from the members of the club and no aid is received from the colliery for running the club, but the school which is located in the ground floor receives aid from the colliery. In his cross-examination he has stated that the administrative control of the teachers of the school is not in his hands and he does not know about the details of the number of teachers and staff of the school nor does he know what salary is paid to them.

11. The management has led no evidence in support of its case in the written statement that the school is run by an independent committee.

12. On behalf of the workmen the only document exhibited is Ext. W-1 which is a booklet entitled "Welfare Year 1982-83 Action Plan" of the company which, besides other activities, provides for free education to the children of their employees as a welfare measure.

13. On behalf of the management as many as 44 exhibits have been marked. Ext. M-1 is the Admission Register of the school. Ext. M-2 is the signature of Purnendu Banerjee, one of the teachers of the school, on the back of a printed voucher of the company for Rs. 860 for paying salary of the teachers of the school for the month of October, 1980. Exts. M-3 to M-7 are signatures of Sri Sukhendu Banerjee, Head Master of the school, on the back of similar printed voucher of the company for Rs. 860 each for payment of salaries of teachers of the school for the period between March and November, 1980. Ext. M-8 is the signature of Sri Sukhendu Banerjee on the back of a similar voucher for Rs. 600 for paying Puja Bonus to the teachers of the school. Exts. M-9 to M-15 are signatures of Sri H. P. Lala, Accountant of the colliery, on the aforesaid seven vouchers prepared in the name of Sri Sukhendu Banerjee, Head Master of the school, which are in the pen of Sri B. N. Sahu, Cashier of the colliery, and which have been marked Exts. M-38 to M-44. Exts. M-16 and M-17 are two applications dated 6-11-80 and 4-8-80 respectively in the handwriting of the Head Master, Sri Sukhendu Banerjee, addressed to the Superintendent of the Basuriya Colliery. Exts. M-18 to M-27 are signatures of Sri M. P. Lala, Accountant of the colliery, on the back of the printed vouchers of the company. These vouchers, some of which are in the handwriting of Sri B. N. Sahu, Cashier and some in the handwriting of Sri H. P. Lala, Accountant, have been marked as Exts. M-28 to M-37. They are for the year 1981 and they show that after the present dispute the company has started preparing vouchers in the name of Sri H. P. Lala, Accountant, of the company in the capacity of the Treasurer of the school by describing the amounts paid by the company to the school as subsidy or grant for the school, instead of preparing the vouchers directly in the name of the Head Master of the school on account of their salaries or bonus as hitherto does under Exts. M-38 to M-44.

14. These are all the relevant oral and documentary evidence adduced by the parties from which it is established beyond doubt that the Basuriya Vidyalaya is a school located in the ground floor of a building belonging to the colliery situate within the colliery premises in which the students are, by and large, the wards of the colliery employees whose education is free and the entire expenses of the school including the salaries of the teachers and peon of the school are met and financed from the company's fund as a welfare measure and its control is in the hands of the colliery management as alleged by the workmen and not in the hands any club or any committee nor there is any other source of its income, like fee or contribution from locality as alleged by the management, and, therefore, to all intents and purposes the school belongs to the company and the teachers and peon of the school are its employees.

15. The next question which, however, arises is as to what relief, if any, the teachers and the peon of the school are entitled. In this connection the preliminary issue regarding the maintainability of the present reference raised by the management in para 2 of its written statement about which reference was also made in its petition dated 10-1-83 assumes importance and it has got to be decided.

16. In this connection it has been argued by Sri B. Joshi appearing for the management that education is not an "industry" nor the teachers or the peon of the school are "workmen" within the meaning of their definitions given in the Act, and hence there could be no "industrial dispute" between them and the company within the meaning of the Act which could be referred for adjudication to the Industrial Tribunal under section 10 of the Act, and, in any case, the "appropriate Government" which could refer any such dispute would be the State Government and not the Central Government as in no view of the matter any dispute between the staff of the school and the company could be said to be an industrial dispute concerning a mine in respect of which the Central Government is the appropriate Government within the meaning of section 2(a) of the Act. In support of his aforesaid arguments, Sri Joshi has also cited several decisions.

17. On the other hand, Sri S. Bose appearing for the sponsoring union of the workmen of the colliery has heavily relied on Central Coal Wage Board recommendations Vol-I, Chapter VIII, at page 81 under the heading "G. Teachers" where the teachers have been equated with the clerical staff in regard to their scales of pay, and revised scales of pay for the teachers employed by the colliery managements have been recommended therein, different scales of pay having been recommended for matriculate and non-matriculate trained and un-trained teachers, and his contention is that depending on their qualifications the teachers of the school should be paid according to those scales as subsequently enhanced by the National Coal Wage Agreements I & II. He has also argued that education is an "industry" and the teachers and the peon thereof are "workmen" within the meaning of the Act and any dispute between them and the company is an "industrial dispute" and the Central Government is the "appropriate Government" to refer such dispute to this Tribunal for adjudication, and hence the reference is quite maintainable. He has also cited certain decisions in support of his arguments.

18. I propose to consider below the aforesaid competing arguments of Sri B. Joshi and Sri S. Bose in the light of the decision.

19. It is, no doubt, true that in the Central Coal Wage Board recommendations Vol-I, Chapter VIII at page 81 under the heading "G. Teachers", the teachers have been equated with the clerical staff in regard to their scales of pay and revised scales of pay for teachers employed by the colliery managements have been recommended. The said Central Coal Wage Board recommendations were, however, considered by the Government of India, Ministry of Labour Employment & Rehabilitation (Deptt. of Labour & Employment) and by Resolution No. WB-16(5)/666 dated the 21st July, 1967 the Government of India accepted not all but only certain recommendations which were detailed in para 4 of the Resolution which, under item (d) of the said para, included "pay scale of clerical, technical and supervisory staff", but did not include the pay scales of teachers. Therefore, it cannot be said that the pay scales of teachers employed by the colliery management as recommended by the Central Coal Wage Board were accepted by the Government of India. It has, however, been argued by Sri S. Bose that since under the Central Coal Wage Board recommendations teachers were equated with the clerical staff and since under para 4(d) of the aforesaid Resolution of the India Government the recommendations in respect of pay scale of clerical staff had been accepted it would also amount to acceptance of the pay scale for teachers employed by the colliery management. But that would amount to reading something in the aforesaid Resolution of the India Government which is not specifically there. But even if it is assumed that by accepting the Central Coal Wage Board recommendations in respect of pay scale of the clerical staff the India Government impliedly also accepted the recommendations in respect of pay scale of teachers employed by the colliery management, that will not solve the point raised by Sri Joshi regarding the maintainability of the present reference to this Tribunal by the Central Government in the form he has raised it.

20. The case of University of Delhi vs. Ram Nath & others (AIR 1963 SC. 1873) arose out of two applications under section 33O(2) of the Act filed by two discharged

drivers who were formerly in employment of the University of Delhi to run buses for the convenience of the girl students attending a University college for women. It was common ground that teachers employed by education institutions whether the said institutions are imparting primary, secondary collegiate or post-graduate education, are not "workmen" under section 2(s) of the Act. It was held that reading the definitions of 'employer', 'industry', 'industrial dispute' and 'workmen' given in sections 2(g), (j), (k) and (s) of the Act together, it is clear that the work of imparting education conducted by educational institutions like the University of Delhi and the college run by it is not an "industry" within the meaning of section 2(j), and it would be un-reasonable to hold that educational institutions are employers within the meaning of section 2(g) or that the work of teaching carried on by them is an "industry". Hence it is clear that any problem connected with teachers and their salaries are outside the purview of the Act, and since the teachers form the sole class of employees with whose co-operation education is imparted by educational institutions, their exclusion from the purview of the Act necessarily corroborates the conclusion that education itself is not within its scope. It is true that like all educational institutions the university of Delhi employs subordinate staff such as peons, drivers employed for driving college buses run for the convenience of the students etc., and this subordinate staff does the work assigned to it; but in the main scheme of imparting education, this subordinate staff play such a minor, subordinate and insignificant part that it would be unreasonable to allow this work to lend its industrial colour to the principal activity of the University which is imparting education. The work of promoting education is carried on by the University and its teachers and if the teachers are excluded from the purview of the Act, it would be unreasonable to regard the work of imparting education as industry only because its minor, subsidiary and incidental work may seem to partake of the character of service which may fall under section 2(j).

21. Relying on the aforesaid Supreme Court decision in the case of University of Delhi vs. Ram Nath & others (AIR 1963 SC. 1873), it has been held by a Division Bench of the Patna High Court in the case of Vishnu Sugar Mills Ltd., Harkhua vs. State of Bihar & others (AIR 1964 Pat. 94) that a person employed as a teacher in a school run by a factory is not a "workman" within the meaning of section 2(s) of the Act, and, therefore the question relating to the dismissal of a teacher of a school run by a factory would not be an "industrial dispute" falling within the language of section 2(k), and an order of reference under section 10(1) of the Act in respect of such dispute is ultra vires and without jurisdiction and the Labour Court also has no jurisdiction to proceed with the hearing of such reference.

22. Subsequently, a similar matter came up for consideration before a larger Bench of the Supreme Court in a batch of several appeals in Bangalore Water Supply and Sewerage vs. A. Rajappa & others (1978 Lab. I. C. 467) in which it has been held that education is an "industry" and in case an University carries on a number of other activities demonstrably industrial which are severable although ancillary to the main cultural enterprise, for instance, a University may have some large printing press as a separate but considerable establishment, it may have a large fleet of transport buses with an army of running staff, it may have a tremendous administrative strength of officers and clerical cadres or it may have karamcharis of various hues, these operations, viewed in severally or collectively, may be treated as "industry", and hence such drivers, conductors cleaners and workshop technicians and other administrative officers and clerical cadres cannot be denied the benefits of the Act specially when their work is severable from academic teaching, and to that extent the earlier decision of the Supreme Court in the case of University of Delhi and another vs. Ram Nath & others (AIR 1963 SC. 1873), in which it was held that education is not an "industry", has been over-ruled. In the said larger Bench Supreme Court case it was, however, observed that of perhaps the teacher of education institutions are not "workmen" within the meaning of its definition in section 2(s) of the Act, because teachers do not do manual work or technical work, but no authoritative pronouncement was given by observing that it may be better to be waged on a later occasion by litigation. The position, therefore, is that the Supreme Court decision in the case of University of Delhi & another vs. Ram Nath & others (AIR

1963 SC. (1873) and the Division Bench decision of the Patna High Court in the case of Vishnu Sugar Mills Ltd. vs. State of Bihar & others (AIR 1964 Pat. 94) based on the aforesaid decision in so far they held that teachers in educational institutions are not "workmen" within the meaning of section 2(s) of the Act, still hold good as that has not been over-ruled by the aforesaid larger Bench of Supreme Court in the case of Bangalore Water Supply and Sewerage Board vs. A. Rajappa (1978 Lab. I.C. 467) in which while observing that perhaps teachers are not workmen within the meaning of its definition in section 2(s) of the Act, no contrary view has been pronounced.

23. When a similar matter came up for consideration before the Kerala High Court in the case of J. Muthaygam vs. Manager, Kodalur Estate and another (1982 Lab. I. C. 145), it considered the matter in the light of the aforesaid Supreme Court decisions and the Patna decision and remanded back the case for taking evidence regarding the nature of the work that the teacher does in the school in question under Plantation and as to whether the said work would come within the definition of "workman" given in section 2(s) of the Act.

24. In the instant case also the parties have led evidence regarding the nature of work done by the teachers of the Basuriya Vidyalaya which I have already summarised above and from that also it will appear that the main and principal duties carried out by the teachers are essentially teaching in character similar to the one performed by teachers in any other school and they are essentially neither manual nor technical or clerical so as to bring them within the definition of workmen given in section 2(s) of the Act. In this connection reliance is placed on the case between Anand Bazar Patrika (P) Ltd. and Their Workmen (7 SCLJ. 447) in which it has been held that the question whether a person is employed in a supervisory capacity or a clerical work depends upon whether the main and principal duties carried out by him are those of a supervisory character or of a nature carried out by a clerk and if a person is mainly doing supervisory work, but, incidentally or for fraction of the time, also does some clerical work, it would have to be held that he is employed in supervisory capacity, and, conversely, if the main work done is of clerical nature, the mere fact that some supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a clerk into one in supervisory capacity.

25. On a consideration of the aforesaid decision and the evidence adduced I, therefore, hold that the teachers of the Basuriya Vidyalaya are not "workmen" within the meaning of section 2(s) of the Act and hence there can be no "industrial dispute" between them and the company which could be validly referred to this Tribunal under section 10 of the Act.

26. The case of Workmen of Dimakuchi Tea Estate vs. Management of Dimakuchi Tea Estate (3SCLJ. 1896) related to the discharge of a doctor by the management of Dimakuchi Tea Estate, and his case was sponsored by workmen of Dimakuchi Tea Estate represented by a trade union named Assam Cha Karmachari Sangh. In that case it has, do doubt, been held, on interpretation of the definition of "industrial dispute" given in section 2(k) of the Act, that workmen may raise a dispute as against their employer in respect of a person who need not be strictly speaking a "workman" within the meaning of the Act, but it has been made clear that that person must be one in whose employment, non-employment, terms of employment or conditions of labour the workmen as a class have a direct or substantially interest. In that case it was held that the doctor of the Tea Estate was not a "workman" and he belonged to the medical or technical staff—a different category altogether from workmen, and hence the workmen had no direct nor substantially interest in his employment or non-employment, and even assuming that he was a member of the same Trade Union, it could not be said on the test laid down above, that the dispute regarding his termination of service was an "industrial dispute" within the meaning of section 2(k) of the Act. This decision applies in the instant case also as the teachers of the school are not "workmen" and they belong to the teaching staff of a school—a different category altogether from the workmen of the colliery, and

the workmen of the colliery represented by the Rashtriya Colliery Mazdoor Sangh have no direct nor substantial interest in their employment or non-employment, and even assuming that they are members of the same Trade Union, namely, Rashtriya Colliery Mazdoor Sangh, for which there is no evidence it cannot be said on the aforesaid tests laid down by the Supreme Court that the dispute regarding their pay scale is an "industrial dispute" within the meaning of section 2(k) of the Act.

27. The position of the peon of Basuriya Vidyalaya would, however, be different and he may come under the definition of workman given in section 2(s) of the Act as the nature of his work is essentially manual. But there is another hurdle which applies equally to the teachers and the peon and that is regarding the "appropriate Government" who could refer such dispute to a Tribunal for adjudication. In the case of Sirajuddin & Company vs. Their Workmen (3 SCLJ. 1800) it has been held that under the Mines Act office of the mine is not necessarily a 'mine' and the employees thereof cannot necessarily be said to be persons employed in a 'mine' and, therefore, dispute between them is not a dispute concerning a 'mine' as in section 2(a)(i) of the Act, and this being so the appropriate Government to refer the dispute is the State Government and not the Central Government. If that be the position in respect of the office of the mine, there could be no doubt that a school of the colliery is by no means a 'mine' and the employees thereof are not persons employed in the 'mine', and, therefore, a dispute between them and the company is not a dispute concerning 'mine' as mentioned in section 2(a)(i) of the Act, and hence any dispute between them and the company, if it could be referred at all, it could be referred only by State Government and not by the Central Government. In this connection it has been argued by Sri Bose appearing for the workmen that the aforesaid case of Sirajuddin & Co. vs. Their Workmen (3 SCLJ. 1800) was decided in the year 1962 on the basis of the definition of 'mine' given in the Mines Act of 1952, but under the Coking Coal Mines (Nationalisation) Act, 1972, under which the mines have been nationalised by the Central Government, a much wider meaning of 'mine' has been given in clause 3(j) of that Act, and hence the said decision in the case between Sirajuddin & Co. vs. Their Workmen no longer holds good. But it is to be noted that the expression 'mine' has been defined in clause (1b) of section 2 of the Industrial Disputes Act, 1947, itself to mean 'a mine as defined in clause (i) of sub section (1) of section 2 of the Mines Act 1952' and hence the aforesaid case of Sirajuddin and Co. Vs. Their Workmen is still a good law. Therefore, the present reference by the Central Government is also bad on that score.

28. This being the position the teachers and the peon of Basuriya Vidyalaya are not entitled to any relief in the present reference. In the circumstance, however, there will be no order for cost.

MANORANJAN PRASAD, Presiding Officer
[No. L-20012(163)/80-D. III (A)]

New Delhi, the 8th March, 1983

S.O. 1602.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Kusunda Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda District Dhanbad and their workman, which was received by the Central Government on the 1st March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2 AT DHANBAD

Reference No. 45 of 1981

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947.

PARTIES :

Employers in relation to the management of Kusunda Colliery of Messrs Bharat Coking Coal Limited.
P.O. Kusunda, District Dhanbad.

AND

Their Workmen

APPEARANCES :

For the employers—Shri B. Joshi, Advocate.

For the workmen—None.

STATE : Bihar.

INDUSTRY : Coal

Dhanbad, the 24th February, 1983

AWARD

This is a reference under S. 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012/90/81-D.III.A dated the 26th June, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :—

“Whether the action of the management of Kusunda Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda, District Dhanbad in stopping Sarvasbri Suresh Bhuia, Lachman Turi and Mahendra Prasad Dhari General Mazdoors from duty from the 22nd October, 1979 to the 23rd November, 1979 and in not paying them wages for the above period is justified ? If not, to what relief are the concerned workmen entitled ?”

This case had to be taken up *ex parte* at the instance of the management because inspite of repeated adjournments nobody turned up on behalf of the workmen to contest this case. In the Written statement filed by the Janata Mazdoor Sangh, it was alleged that the concerned workmen were stopped from duties from 22-10-79 to 23-11-79 because they wanted to victimise the workmen for their being members of the Janta Mazdoor Sangh. It was also alleged that the concerned workmen were not allowed specific duties and the management put them on such duties which they are not required to do.

The management in their written statement denied the allegation of the workmen that they were stopped from duties and the case of victimisation was also denied. It was alleged that the concerned workmen did not attend to their duties from 22-10-79 to 23-11-79, and therefore, they were not paid for that period. The management did not initiate any disciplinary action because there were some talks between the management and the Janta Mazdoor Sangh on the basis of which the concerned workmen joined their duties and are continuing with their duties.

MW-1 Shri N. Banerjee is a Ventilation Officer in Kusunda Colliery where these concerned workmen are working as General Mazdoors. His evidence is that as General Mazdoors the concerned workmen were to carry on various types of duties such as cleaning, dusting, carry on materials etc. both at surface and underground. During the relevant period the concerned workmen were allotted the duties of cleaning of underground roadways and stone dusting under the supervision of this witness but the concerned workmen did not go down the mine and did not carry on the work allotted to them and remained absent. For the period of absence the concerned workmen were not paid. It was denied by the witness that the concerned workmen were victimised because of their association with Janta Mazdoor Sangh. The witness has said that the concerned workmen did not raise any grievance before him as cause of their absence from duties. In ordinary cause a disciplinary proceeding could have been started but at the intervention of Janta Mazdoor Sangh the management did not initiate any proceeding and the concerned workmen joined their duties.

It will appear that in the Written Statement of the Union there is no specific allegation as to what grievance the concerned workmen had in not attending to their duties. Further more, there is no averment as to the reason why the concerned workmen were stopped by the management from duties. It is clear that for the reasons best known to the workmen, they remained absent from duties and therefore, they have not been paid for the period of their absence.

Thus having considered all matters in this case I have to hold that the action of the management of Kusunda Colliery of Messrs Bharat Coking Coal Limited, Post Office Kusunda,

District Dhanbad in stopping Sarvasbri Suresh Bhuia Lachman Turi and Mahendra Prasad Dhari, General Mazdoors from duty from the 22nd October, 1979 to the 23rd November, 1979 and in not paying them wages for the above period is justified. Consequently, the concerned workmen are not entitled to any relief.

This is my Award.

J. P. SINGH, Presiding Officer.

[No. L-20012(90)/81-D.III(A)]

S.O. 1603.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the management of Mondal's Damagoria (East) Colliery of Messrs Eastern Coalfields Limited, Post Office Kunda, District Santhal Parganas and their workmen, which was received by the Central Government on the 3rd March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 31/81

PARTIES :

Employers in relation to the management of Mondal's Damagoria (East) Colliery of M/s. Eastern Coalfields Ltd., P.O. Kunda, Dist. Santhal Pargana.

AND

Their workman

APPEARANCES :

For the Employers—Shri T. P. Chowdhury, Advocate.

For the Workman—Sri M. Sanyal, Secy., of the Union.

STATE : Bihar.

INDUSTRY : Coal

Dated, the 19th February, 1983

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012(121)/81-D.III.A dated the 24th June, 1981.

SCHEDULE

“Whether the action of the management of Mondal's Damagoria (East) Colliery of M/s. Eastern Coalfields Ltd., P.O. Kunda, Dist. Santhal Pargana, in terminating the services of Shri Brajo Gopal Mandal from the 1st June, 1974 is justified ? If not, to what relief is the concerned workman entitled ?”

2. On 18-2-83 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement.

3. I have gone through the settlement which is beneficial for the workman.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

J. N. SINGH, Presiding Officer.

BEFORE THE HON'BLE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

In the matter of Reference No. 31 of 1981.

PARTIES :

Employers in relation to the Management of Mondal's Damagoria (East) Colliery of M/s. Eastern Coalfields Ltd., P.O. Kunda, Dist. Santhal Parganas.

AND

Their Workmen

New Delhi, the 24th February, 1983

JOINT PETITION OF COMPROMISE

Both the parties herein concerned, most respectively beg to submit as under:

1. That the above matter is pending adjudication before the Hon'ble Tribunal and the instant matter has not yet been heard.

2. That the Parties concerned, in the meantime discussed the instant matter mutually and have resolved the instant dispute arising out of the afore-mentioned order of reference on the terms stated herein below :—

- (i) That without prejudice to the respective contentions of the Parties, the management agrees to allow Sri Brajo Gopal Mondal to resume duty as a Clerk in Grade-I on the basic rate of Rs. 572 per month within 7 days from the date, this settlement is accepted by the Hon'ble Tribunal and he shall be posted at Sanctoria Training Department of the Employers when he reports for duty as said above.
- (ii) That the period of non-employment of the concerned workmen from 1st June, 1974 to the date of his resumption of duty as per Paragraph (i) above shall be treated as leave without pay.
- (iii) That the workmen shall have no claim whatsoever for any back wages for the period of his non-employment at arising out of the instant reference.
- (iv) That the instant dispute in connection to the present order of reference is fully and finally received by this settlement.

3. Both the parties pray that the Hon'ble Tribunal may be pleased to accept this settlement and may be pleased to pass an Award in terms of his settlement.

Dated this 18th day of February, 1983.

For and on behalf of
the workmen

For and on behalf of the
Employers

1. Illegible.

Employers

Sd/. Illegible.

Vice President Coal Mines Employees Union

Dated : 18-2-1983.

Dated : 18-2-1983.

[No. L-20012/121/81/D. III (A)]

A. V. S. SARMA, Desk Officer

नई दिल्ली, 24 फरवरी, 1983

कां.आ. 1604.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (vi) के अनुसूचना में, भारत सरकार के तत्कालीन श्रम मंत्रालय की अधिसूचना संख्या कां.आ. 3224, तारीख 24 अगस्त, 1982 द्वारा इंडिया गवर्नमेंट मिट, बम्बई को उक्त अधिनियम के प्रयोजनों के लिए 24 अगस्त, 1982 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की ओर कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (vi) के परस्पर द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 24 फरवरी, 1983 से छः मास की ओर कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस-11017/15/81-डी-1-ए]

S.O. 1604.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the then Ministry of Labour No. S.O. 3224 dated the 24th August, 1982, the India Government Mint, Bombay to be a public utility service for the purposes of the said Act, for a period of six months, from the 24th August, 1982.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act, for a further period of six months from the 24th February, 1983.

[No. S-11017/15/81-D.I(A)]

नई दिल्ली, 28 फरवरी 1983

कां.आ. 1605.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (vi) के अनुसूचना में भारत सरकार के तत्कालीन श्रम मंत्रालय की अधिसूचना सं. कां.आ. 3326 तारीख 30 अगस्त, 1982 द्वारा मैग्नेसाइट खनन उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 4 सितम्बर, 1982 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की ओर कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (vi) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 4 मार्च, 1983 से छः मास की ओर कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11017/3/81-डी(ए)]

New Delhi, the 28th February, 1983

S.O. 1605.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the then Ministry of Labour No. S.O. 3326 dated the 30th August, 1982 the Magnesite Mining Industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 4th September, 1982;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six month from the 4th March, 1983.

[No. S-11017(3)/81-D.I(A)]

कां.आ. 1606.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (vi) के अनुसूचना में भारत सरकार के तत्कालीन श्रम मंत्रालय की अधिसूचना संख्या कां.आ. 3221 तारीख 24 अगस्त, 1982 द्वारा जिक

खनन उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 17 सितम्बर, 1982 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की ओर कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः, अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) के परन्तुक द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 17 मार्च, 1983 से छः मास की ओर कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं० एस०-11017(4)/81-डी०आई०ए०(i)]

S.O. 1606.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the then Ministry of Labour No. S.O. 3221 dated the 24th August, 1982, the Lead Mining Industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 17th September, 1982;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 17th March, 1983.

[No. S-11017(4)/81-D.I.A.(i)]

का०आ० 1607.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (vi) के उपबंधों के अनुसरण में भारत सरकार के तत्कालीन श्रम मंत्रालय की अधिसूचना संख्या का०आ० 3222 तारीख 24 अगस्त, 1982 द्वारा सीसा खनन उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 25 सितम्बर, 1982 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की ओर कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः, अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (vi) के परन्तुक द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 25 मार्च, 1983 से छः मास की ओर कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं० एस०-11017/4/81 डी०आई०(ii)]

S.O. 1607.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the then Ministry of Labour No. S.O. 3222 dated the 24th August, 1982, the Lead Mining Industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 25th September, 1982;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of

the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 25th March, 1983.

[No. S-11017/4/81-D.I.A.(ii)]

का०आ० 1608.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (vi) के उपबंधों के अनुसरण में भारत सरकार के तत्कालीन श्रम मंत्रालय की अधिसूचना संख्या का०आ० 3223 तारीख 25 अगस्त, 1982 द्वारा तांबा खनन उद्योग को उक्त अधिनियम के प्रयोजनों के लिए पहली अक्टूबर, 1982 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की ओर कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः, अब औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (vi) के परन्तुक द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए पहली अप्रैल, 1983 से छः मास की ओर कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं० एस०-11017/5/82-डी० 1(ए)]

एस० के० नारायणन, अवर सचिव

S.O. 1608.—Whereas the Central Government having been satisfied that the public interest so required had in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India, in the then Ministry of Labour No. S.O. 3223 dated the 24th August, 1982 the Copper Mining Industry to be a public service for the purposes of the said Act, for a period of six months, from the 1st October, 1982;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 1st April, 1983.

[No. S-11017(5)/81-D.I.(A)]
L. K. NARAYANAN, Under Secy.

New Delhi, the 5th March, 1983

S.O. 1609.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Bombay in the industrial dispute between the employers in relation to the All India Radio Bombay (Construction Division), and their workmen, which was received by the Central Government.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

Reference No. CGIT-34 of 1981

PARTIES :

Employers in relation to All India Radio, Bombay
AND
Their Workman

APPEARANCES :

For the employer—Mr. B. M. Masurkar, Advocate.
For the workman—Mr. M. B. Anchan, Advocate
STATE : Maharashtra. INDUSTRY : Broadcasting

Bombay, dated the 25th day of January, 1983

AWARD

The Government of India, Ministry of Labour, by order No. L-42012(68)/80-D.II.B dated 18th December, 1981, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred to this Tribunal for adjudication an Industrial dispute between the employers in relation to All India Radio, Bombay, and their workman, in respect of the matters specified in the schedule mentioned below:—

SCHEDULE

"Whether the action of the management of All India Radio, Bombay, in relation to their Construction Division in terminating the services of Shri M. N. Sirsat, Mason with effect from 6-3-1976 is justified? If not, to what relief is the workman entitled?"

2. The workman, M. N. Sirsat, was engaged as a Mason under the All India Radio, Bombay, on a daily rates of wages of Rs. 12.82 per day from 12-5-1974. He was sponsored for this employment through the Employment Exchange, Bombay. According to the workman, he was trade tested for the said post on three occasions by the Executive Engineer, Civil Construction Wing, Bombay. The workman alleged in the statement of claim that he was continuously working as a Mason without any break in service. However, his services have been illegally terminated by the management with effect from 6-3-1976 without any notice and without assigning any reason. According to the workman, the termination of his services is mala fide and against the principles of natural justice. No retrenchment compensation has been paid to him as required under Section 25-F of the Industrial Disputes Act. The termination of his services was, therefore, invalid and illegal. He approached the management on several occasions to reinstate him in service with back wages and continuity of service. Since he did not receive any reply he served the management with a demand notice dated 15-3-1976. Since there was no reply from the management he approached the Regional Labour Commissioner (C), Bombay. Thereafter, joint discussions were held and since there was no settlement the Asstt. Labour Commissioner (C) submitted his failure report to the Government.

3. The workman submitted in the statement of claim that after the termination of his services the management had engaged the services of about five workmen. One workman who was working under him has been appointed as a Mason. For all these reasons the workman prayed that he be reinstated in service with full back wages and continuity of service.

4. The management by its written statement filed on 25th August, 1982, pleaded as follows. All India Radio is a Central Government Department and its main function is to relay entertainment programmes on radio for the public. The workman was employed as a Mason under the Executive Engineer, Civil Construction Wing, Bombay, purely on temporary basis and on daily wages whenever there was sundry repair work for him. The management used to discontinue the services of the workman since the repair work was over and when there was no work to be done. It was denied that the workman was trade tested for the said post on three occasions. It was also denied that he was continuously working as Mason without break in service. It was stated that the management employed the workman only on the days when the work was available. The question of terminating his services, therefore, did not arise as the workman was never in permanent or temporary capacity, but was only a casual workman. It was pleaded that the workman being a casual employee was not entitled to any notice. At no time he was holding any permanent or temporary employment with the employer. The question of payment of retrenchment compensation, therefore, did not arise. It was pleaded that the services of the workman were not terminated and were not required to be terminated as on each day when the workman was employed his employment contract came to an end on the evening of that day. Lastly, it was pleaded that the Department of All India Radio is not an industry within the meaning of the Industrial Disputes Act, and therefore, this reference was not maintainable. It was, therefore, submitted that the reference be rejected with costs.

5. No oral evidence was adduced on behalf of the parties. They relied on the documentary evidence. In view of the contentions raised on behalf of the employer it is necessary to

find out whether the All India Radio, Bombay, is an industry. It has been laid down in the decisions of the Supreme Court in *Bangalore Water Supply v. A. Rajappa* (1978 1 L.L.J. 349), that "industry" has to satisfy a triple test. The triple test is: (i) systematic activity; (ii) co-operation between employer and employee; (iii) production and/or distribution of goods and services calculated to satisfy human wants and wishes. It is observed that if these tests are satisfied prima facie there is an industry. Mr. Masurkar, the learned counsel for the employer, submitted that All India Radio is a Central Government department and that, therefore, the activity carried on by the department would stand excluded from the concept of industry.

6. It has been observed by the Supreme Court in the case of *Bangalore Water Supply* (supra) that sovereign functions, strictly understood, alone qualify for exemption, not the welfare activities or economic adventures undertaken by Government or statutory bodies. It is further observed that even in departments discharging sovereign functions, if there are units which are industries and they are substantially severable, then they can be considered to come within Section 2(j) of the Industrial Disputes Act.

7. It was observed by His Lordship, Justice M.H. Beg:

"To artificially exclude State run industries from the sphere of the Act, unless statutory provisions, expressly or by necessary implication have that effect, would not be correct. The question is one which can only be solved by more satisfactory legislation on it."

8. Some observations from the main judgement delivered by His Lordship Justice Mr. V. R. Krishna Iyer may also be usefully referred to. In para 46 of the report he says:—

"For instance, sovereign function of the State cannot be included although what such functions are has been aptly termed "the primary and inalienable functions of a constitutional government". Even here we may point out the inaptitude of relying on the doctrine of regal power. That has reference, in this context, to the Crown's liability in tort and has nothing to do with Industrial Law. In any case, it is open to Parliament to make Law which governs the State's relations with its employees. Articles 309 to 311 of the Constitution of India, the enactments dealing with the Defence Forces and other legislation dealing with employment under statutory bodies may, expressly or by necessary implication, exclude the operation of the Industrial Disputes Act, 1947. That is a question of interpretation and statutory exclusion; but, in the absence of such provision of law, it may indubitably be assumed that the key aspects of public administration like public justice stand out of the circle of industry. Even here, as has been brought out from the excerpts of ILO documents, it is not every employee who is excluded but only certain categories primarily engaged and supportively employed in the discharge of the essential functions of constitutional government. In a limited way, this head of exclusion has been recognised throughout."

His Lordship in para 49 of the report quoted with approval the following observations:—

"By Issacs, J., in his dissenting judgement in the *Federated State School Teachers' Association of Australia v. State of Victoria* (1929) 41 C.L.R. 569;

"The material question is; what is the nature of the actual function assumed is it a service that the State could have left to private enterprise, and, if so fulfilled, could such a dispute be 'individual'?"

9. Keeping in view the said observations and the holdings of the Supreme Court I have to decide the question whether the activities of the All India Radio come within the purview of "industry" as defined in the Industrial Disputes Act. Now, it is stated in the written statement filed on behalf of the employer that the main function of the All India Radio is to relay entertainment programme on radio for the public. Now, as observed by His Lordship, Justice Beg in the said decision if express rules under other enactments govern the relationship between the State as an employer and its servants as employees it may be contended, on the strength of such provisions, that

a particular set of employees are outside the scope of the Industrial Disputes Act. No such rules excluding the activities of the All India Radio from the purview of the Industrial Disputes Act are shown to me. It cannot be said that the functions carried on by the All India Radio are the primary and inalienable functions of the State. It can very well be said that the services by the State to private enterprises. It is well known services rendered by the All India Radio could have been entrusted by the State to private enterprises. It is well known that for the services rendered by the All India Radio the charges are recovered by way of license fees from radio holders. The activities carried on by the All India Radio, therefore, are the activities analogous to trade or business. It is a systematic activity carried on by the co-operation between the employer and the employees and renders material services to the community. There should, therefore, be no hesitation in holding that the All India Radio in which the workman worked can be said to be an "industry" as defined in the Industrial Disputes Act. It may be pointed out that in the case of Tapan Kumar Jana v. Calcutta Telephones (1981 II L.L.J. 382) the Calcutta High Court held that the Calcutta Telephones was an industry. I, therefore, reject the contention that the All India Radio is not an industry.

10. The next question is whether M. N. Sirsat is a workman. It is contended for the employer that he was only a casual workman and when there was some work where his services were required he was employed. Now, it is not in dispute that the workman was engaged on 12-5-1974. The employer has filed an extra from the attendance register of the workman (exhibit E-6). It will appear therefrom that from the time he was employed to the date of his termination he was working on almost all the days in a month excepting the off days. He was thus working for a substantial period in the month. Now, the expression "workman" is as defined in Section 2(s) of the Industrial Disputes Act. According to that definition "workman" any person, including an apprentice, employed in any industry to do any skilled or unskilled manual, supervisory, technical or clerical work for hire or reward. The definition does not make a distinction between a regular worker and a casual worker. The definition does not provide for exclusion of a casual labourer from the category of workman nor does it lay down that only permanent employee will be workman. All that is required is that an employee must be employed in an industry for hire or reward. Any employee who satisfies the primary requirements that he is employed for hire or reward and does not come within the exception contained in the definition will be a workman. (See 1981 II L.J. 382—Tapan Kumar Jana v. Calcutta Telephones). Sirsat, therefore, must be held to be a workman within the meaning of that term in the Industrial Disputes Act.

11. The next question is whether the termination of the services of the workman by the employer was justified. It is contended for the workman that the termination of his services is in contravention of the provisions of Section 25-F of the Industrial Disputes Act as no notice of termination was served on him and no retrenchment compensation was paid. Section 25-F of the Industrial Disputes Act provides that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until the conditions mentioned in that Section have been satisfied. Section 25-B (2) of the Industrial Disputes Act provides that the workman shall be said to be in continuous service within the meaning of clause (1) for a period of one year if the workman during a period of 12 calendar months preceeding the date with reference to which calculation is to be made, has actually worked under the employer for not less than 240 days. The extracts from the attendance register (exhibit E-6) produced by the employer shows that the workman worked for more than 240 days during the period of twelve calendar months preceeding the date of termination of his services which was 6-3-1976. No notice of termination was given to him nor retrenchment compensation was paid. The termination of the services of the workman therefore, will be invalid and ineffective.

12. The next question is whether the workman is entitled to reinstatement. It is observed by the Madras High Court in the case of Management of Tractors & Farms Equipment Ltd. v. First Additional Labour Court, Madras (1982 II L.J. 403), that if the employee is doing the work of permanent nature the workman will be entitled to reinstatement. In the case of Calicut Mordum Spg. & Wvg. Mills v. Industrial Tribunal (1977 Lab. I.C. 1673) a single Judge of the Kerala

High Court observed that the work available to the workman in that case was a work of a permanent nature although it might not have been available for being undertaken itself in sufficient frequency or volume to keep the workman permanently employed and that by itself would not make the work one of a casual nature, nor the workman a casual workman. There the work done by the workmen was the work of loading and unloading lorries. Now, in the instant case the workman was employed through Employment Exchange (see exhibit W-4). He worked as a Mason under the Executive Engineer, Civil Construction Wing, Western Division of the All India Radio. He was appointed on 12-5-1974 and worked continuously thereafter till his services were terminated on 6-3-1976. The workman alleged that after the termination of his services the management had engaged the services of about five workmen. He further alleged that one Gyandeo was working under him was appointed as a Mason. These allegations are denied by the employer rather vaguely and not specifically. What is contended by the employer is that there was no permanent post of Mason in the Organisation of the employer and hence he was not appointed to any permanent or temporary post. It appears from whatsoever material is available on record that there is a construction division in the All India Radio under the Executive Engineer, Civil Construction Wing and Masons are required for the work of construction. Applying the ratio in the two cases cited above I hold that the work done by the present workman was of permanent nature though the workman might not have been appointed to any permanent post. He will, therefore, be entitled to reinstatement.

13. Now, the question is about the back wages. Admittedly, the workman was employed on daily wages at the rate of Rs. 12.82 per day. He was not employed on monthly wages. The extract from the attending register (exhibit E-6) produced by the employer shows the wages received by him during the period from 1-6-1974 to 6-3-1976. On an average the workman has received about Rs. 300 per month. Even though he was described as a casual labourer by the employer he was working on almost all days of the month except some weekly offs, etc.. The termination of the services of the workman being not in compliance with the provisions in Section 25-F of the Industrial Disputes Act, the termination would be ineffective and inoperative. He will, therefore, be deemed to have been continued in service. The question is whether full back wages should be paid to him. Ordinarily, the workman is entitled to full back wages. However, this rule may be departed from in exceptional cases. In the first place the workman was a daily rated worker. Even though the employer has not alleged and proved that he was gainfully employed during the period that followed after his termination, it is likely that he being a Mason his services might be in demand in the construction activities. The workman also has not gone in the witness-box to say that he was not employed anywhere. Taking into consideration all these circumstances I think that the ends of justice would meet if he is paid only 50 per cent of the back wages.

14. In the result, I find that the action of the management of the All India Radio, which according to my finding is an industry, in terminating the services of the workman, M. N. Sirsat, with effect from 6-3-1976 was not justified. He will be entitled to reinstatement with half the back wages and continuity of service as between the workmen of his category.

15. My award accordingly. No order as to costs.

M. D. KAMBLI, Presiding Officer.

[No. L-42012(68)/80-D. II (B)]

R. N. SHARMA, Desk Officer

नई दिल्ली, 1 मार्च, 1983

क्रा.आ. 1610.—केन्द्रीय सरकार, कर्मचारी कृटम्ब पेंशन स्कीम, 1971 के पैरा 34घ के उपपैरा (2) के अनुसरण में, यह निदेश देती है कि भारत सरकार के श्रम और पुनर्वासि मंत्रालय की अधिसूचना सं.सां.क्रा.नि. 87(ई), तारीख 16 फरवरी, 1983 द्वारा यथा परि वर्णित कृटम्ब पेंशन की दरें 1 अप्रैल, 1982 को या उससे प्रारंभ होने वाली सभी पेंशनों के लिए अनुज्ञात की जाएगी।

[फाइल सं. एच.35011/10/81-एफ.पी.जी.]

New Delhi, the 1st March, 1983

S.O. 1610.—In pursuance of sub-paragraph (2) of paragraph 34D of the Employees' Family Pension Scheme, 1971, the Central Government hereby directs that the rates of family pension, as altered vide notification of the Government of India in the Ministry of Labour and Rehabilitation No. GSR 87(E), dated the 16th February, 1983 will be allowed to all pensions due for commencement on and from the 1st day of April, 1982.

[File No. S 35011/10/81-FPG]

नई दिल्ली, 5 मार्च, 1983

क्रा०आ० 1611.—केंद्रीय सरकार, कर्मचारी कुटुम्ब पेंशन स्कीम, 1971 के पैरा 28 के अनुसूचन में, यह निवेश देती है कि 1 अप्रैल, 1982 से पहले यथा विद्यमान कुटुम्ब पेंशन में अनुपूरक वृद्धियां नीचे विनिर्दिष्ट दरों पर 1 अप्रैल, 1983 से दी जाएंगी—

- (i) 100 रुपये प्रति मास तक आधारिक 3 रु० (केवल तीन रुपये) सामान्य पेंशन
- (ii) 101 रु० से 150 रु० प्रति मास 4 रु० (केवल चार रुपये) मजदूर आधारिक सामान्य पेंशन
- (iii) 151 रु० से 200 रु० प्रति मास तक 6 रु० (केवल छह रुपये) आधारिक सामान्य पेंशन
- (iv) 201 रु० से 250 रु० प्रति मास तक 8 रु० (केवल आठ रुपये) आधारिक सामान्य पेंशन
- (v) 251 रु० प्रति मास और उससे अधिक 10 रु० (केवल दस रुपये) आधारिक सामान्य पेंशन

2. अनुपूरक वृद्धि की दरें ऐसी कुटुम्ब पेंशन से संबंधित होंगी जो कर्मचारी कुटुम्ब पेंशन स्कीम, 1971 के पैरा 28(1) के निबन्धनों के अनुसार संदेय होंगी और उसके पैरा 28(2) के अधीन अस्थागो उत्पन्न पेंशन, यदि कोई हो, से संबंधित नहीं होंगी।

3. उपरोक्त अनुपूरक वृद्धि ऐसी पेंशन से संबंधित होंगी जो भारत सरकार के श्रम और पुनर्वासि मंत्रालय की अभिमूर्चना सं० क्रा०आ० 1351 तारीख 26-2-83 द्वारा 1 अप्रैल, 1982 से बढ़ाई गई थी।

[फाइल सं० एस०-35011/10/81-एफ०पी०जी०]

पी० सिन्हा, जय-महि

New Delhi, the 5th March, 1983

S. O. 1611:—In pursuance of paragraph 28A of the Employees' Family Pension Scheme, 1971, the Central Government hereby directs that supplementary additions to the family pension as existing before the 1st April, 1982 shall be granted commencing from the first day of April, 1983 at the rates specified below:—

- (i) Basic normal pension upto Rs. 100/- per month Rs. 3 (Rupees three only)
- (ii) Basic normal pension Rs. 101/- to 150/- per month Rs. 4 (Rupees four only)
- (iii) Basic normal pension Rs. 151/- to 200/- per month Rs. 6 (Rupees six only)
- (iv) Basic normal pension Rs. 201/- to Rs. 250/- per month Rs. 8 (Rupees eight only)

- (v) Basic normal pension Rs. 251/- and above per month Rs. 10 (Rupees ten only)

2. The rates of supplementary addition will be related to the family pension as would be payable in terms of paragraph 28(1) of the Employees' Family Pension Scheme, 1971 and will not be related to the temporary higher pension if any, under paragraph 28(2) thereof.

3. The above supplementary increase will be related to the pension as increased with effect from 1st April, 1982 vide notification of the Government of India in the Ministry of Labour and Rehabilitation No. S. O. 1351 dated the 26th February, 1983.

[File No. S. 35011/10/81-FPG]

P. SINHA, Dy. Secy.

New Delhi, the 26th February, 1983

S.O. 1612.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Bombay in the Industrial dispute between the employers in relation to the management of Messrs V. S. Dempo and Company Private Limited, Panaji and their workmen, which was received by the Central Government.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1 AT BOMBAY

Reference No. CGIT-5 of 1978

PARTIES :

Employers in relation to the management of M/s. V. S. Dempo and Co. Pvt. Ltd.

AND

Their Workmen.

APPEARANCES :

For the employer—Mr. P. K. Rele, Advocate.

For the workman—Mr. George Vaz, General Secretary Goa Mining Labour Welfare Union, Goa.

INDUSTRY : Mines STATE : Goa, Daman & Diu.

Bombay, the 30th day of December, 1982

AWARD

The Government of India, Ministry of Labour, by order No I-26012/13/77-D.II(B) dated 26th September, 1979, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred to this Tribunal for adjudication an industrial dispute between the employers in relation to the management of M/s. V. S. Dempo and Co. Pvt. Ltd., and their workman in respect of the matters specified in the schedule mentioned below :—

SCHEDULE

"Whether the action of the management of M/s. V. S. Dempo and Company Private Limited, Panaji in discharging from service Shri Krishnanath Naik, Driver at Kirlapale Iron Ore Mine with effect from 21st May, 1977 was justified? If not, what relief is the workman entitled to?"

2. The workman, Krishnanath Naik, was in the employment of M/s. V. S. Dempo and Company Private Limited (hereinafter referred to as the "Company") as a truck driver at Kirlapale Mine. On 21-2-1977 there was an incident in the canteen premises of the said mine during which there was a quarrel between the workman and another co-worker, Surya R. Shetkar. According to the version of the workman as set out in the statement of claim, he had gone to the canteen and the incident happened at about 1.45 p.m. He had asked for more sugar in his tea from the canteen maid which was given to him and at this time the co-worker, Shetkar, had passed an impolite remark which led to a quarrel and exchange of hot words. Other workmen who were present intervened and tried to stop the quarrel, but the

workman Surya Shetkar, according to this workman flung a glass at the head of this workman severely injuring him on the forehead causing bleeding injury which led to his unconsciousness. The workman was removed to the nearest hospital in a dangerous condition. The certificate issued by the hospital showed that the workman was unconscious for four hours. The workman was hospitalised for about 10 days as an indoor patient. He was not in a fit condition to resume his duty for over three months. The workman resumed his duty on 17th May, 1977.

3. It appears that both the workmen were charge-sheeted by the management. The charge-sheet dated 22-3-1977 was served on this workman on two counts :

"(i) Riotous, disorderly or indecent behaviour, use of abusive language, assault within the premises of the mine.

(ii) Commission of an act subversive of discipline or good behaviour on the premises of the mine."

The Inquiry Officer, one Mr. G. M. Nagarsenkar held the inquiry on 29-3-1977. Accordingly to this workman there was only a show of an inquiry and the grave charges levelled against him which included 'assault' were not at all proved at the inquiry. The workman states in his statement of claim that it was, however, established that the workman was the victim of an assault of a well aimed glass at his forehead leading to a bleeding injury and hospitalisation. The Inquiry Officer after recording the evidence of the witnesses examined for the company and the workman, submitted his findings on 13th April, 1977 in which he held that it was proved that the charge-sheeted workman assaulted Shetkar by pushing him during the fight. The workman stated that he was the victim of an assault by co-worker Shetkar; however he (the workman) was held to be the assailant. It was alleged that the Inquiry Officer was biased against this workman and that he had arrived at a perverse finding. The workman alleged that what was alleged against him was that in the course of the quarrel he had pushed the co-worker, Shetkar; mere pushing, however, was not assault. It was further alleged that the alleged incident took place during off hours and not during the working hours. It was further alleged that the incident took place in the canteen premises where the workmen are in a relaxed condition, it being not the mining premises. The workman contended that the charges were not proved against him and the findings were mala fide. He also contended that the punishment of discharge from service meted out to him was passed by the Director without application of mind. It was stated that the management had not taken into consideration the past good record of the workman and his service of ten years while awarding the penalty of discharge from service. It was, therefore, prayed that the workman be reinstated in service as on such terms and conditions as this Tribunal may think fit.

4. The company by its written statement filed on 15th January, 1980, pleaded as follows. The workman was discharged from service after a proper departmental inquiry. The Government had not given an opportunity of hearing to the company before making this reference and that, therefore, the order of reference was bad and illegal. A departmental inquiry was held against both the workmen and both of them were found guilty of the misconduct alleged against them; Shetkar was discharged from the service of the company with effect from 28-4-1977. In view of the gravity of the misconduct found proved against the workman, the punishment of dismissal was warranted. The competent authority, however, took a lenient view and discharged the workman from the service with effect from 21-3-1977. It was denied by the company that the findings of the Inquiry Officer were perverse, or mala fide. It was denied that the management had not taken into account the past record of the workman while awarding the punishment of discharge from the service of the company. It was stated that the workman was employed by P. C. Sidharthan and Bros., as a truck driver since 1-11-1977 on a consolidated salary of Rs. 400 per month. The demand of the workman, therefore, for reinstatement with back wages should be rejected.

5. In the rejoinder filed on behalf of the workman, it was pleaded that the reference made by the Government to this Tribunal was proper and competent. It appears that

the Government had earlier made an order refusing to make a reference in this matter, as was pointed out on behalf of the company in their written statement. Referring to this position, it was stated that the Government was competent to make a reference even after the earlier refusal to make the same. It was denied that a proper and fair inquiry was made and that full opportunity was given to the workman to defend himself. In this rejoinder filed by the General Secretary, Goa Mining Labour Welfare Union, it was submitted that this Tribunal be pleased to reinstate the workman in exercise of the powers conferred on it by Section 11-A of the Industrial Disputes Act. It was, therefore, prayed that the workman be reinstated in service with full back wages and continuity of service.

6. At the time of hearing of this reference an application was filed on behalf of the management praying that the validity and legality of the inquiry be tried as a preliminary issue. It was prayed that in the event this Tribunal came to the conclusion that the inquiry was not fair and proper and the findings were perverse the company be allowed to lead additional evidence to justify its action of discharging the workman. I framed the preliminary issue as regards the fairness of the inquiry and I held by my order, dated 14-6-1982, that the inquiry held by the Inquiry Officer was fair and proper.

7. The point raised in the written statement dated 15-1-1980 on behalf of the company that the present reference is incompetent for the reasons stated in the written statement was not pressed before me.

8. In view of the submission made before me at the time of hearing the questions that arise for my consideration are : (i) whether the charges of misconduct framed against the workmen are proved and (ii) whether the punishment of discharge from the service passed against the workman is justified if not to what relief the workman will be entitled to.

9. The charges levelled against the workman were as follows :—

(i) Riotous, disorderly or indecent behaviour, use of abusive language, assault within the premises of the mine.

(ii) Commission of an act subversive of discipline or good behaviour on the premises of the mine."

The Standing Orders of the company are placed on record. Clause 22 thereof defines acts and omissions constituting misconduct. At item (xxi) the misconduct stated is :—

"Assault on or intimidation of superior officers, threatening or intimidating any employee within boundaries of the establishment and outside the boundaries if it is connected to work."

Under item (xxv), commission of any acts subversive of discipline or good behaviour on the premises of the establishment is defined as the misconduct. What was alleged against the workman was that on 21-2-1977 at about 2.00 p.m. the workman quarrelled with the co-worker, Shetkar in the canteen premises of the mine and started abusing him. It was alleged that the workman slapped Shetkar as a result of which Shetkar got angry and hit the charge-sheeted workman by a glass on his forehead, thereby causing injury to the workman.

10. Now, in the inquiry proceedings the company examined three witnesses, (i) P. P. Borkar, company's representative, (ii) Surya Shetkar, i.e. the co-worker with whom this workman had the quarrel, and (iii) Kusta Naik. Out of these three witnesses, Borkar, company's representative stated the cases of the company. He was not an eye witness. He, however, stated that after Surya Shetkar threw a glass of tea on the forehead of the workman, Naik, he was injured and blood started coming from his forehead. He was then immediately taken to hospital. The second witness Surya Shetkar stated in his statement that on 21-2-1977 at about 2.00 p.m. the workman started abusing him by using abusive and filthy words. The workman first gave one slap on his left cheek. Then after getting provoked suddenly he threw a glass which was in his hand on the forehead of the workman, as a result of which the workman started bleeding. It appears that the workman was not defended by anybody in the inquiry proceedings. In a question asked in that

behalf by the Inquiry Officer the workman stated that he will defend himself. The workman did not cross-examine Surya Shetkar.

11. Kusta Nalk was the second witness examined by the company as an eye witness. He stated that at the material time he was taking food in the canteen. Surya Shetkar and the workman were abusing each other in the canteen. Both of them were exchanging filthy words to each other. Both of them pushed each other. He stated that he did not know who pushed whom first. In the meantime, Paulo Baposa came in the middle and separated them and he (Paulo) went in the canteen kitchen. When he went inside the canteen both Shetkar and the workman Naik, again started abusing each other and there were exchange of hot words between them, and that time getting suddenly provoked Shetkar threw the empty tea glass on the forehead of the workman thereby causing him serious injury on the forehead and he started bleeding. The workman declined to cross-examine this witness also. With this evidence the company closed its case.

12. The workman in his statement after the close of the company's evidence stated :—

"On 21st February, 1977, at about 2.00 p.m. or so I had gone in the canteen for tea. As there was less sugar in the tea I asked for sugar with the canteen cook. Accordingly she brought the sugar and put in my cup as also for the others. At that time Mr. Surya Shetkar intervened in the middle and told me that when makes money his tastes changes and feels like eating royal food. At that time I told Mr. Surya Shetkar that I made money not by robbing the company's property as you have made. I have earned my money by hard work to which he replied that if possible you catch me while I am robbing and also gave me filthy words as follows ".....". (In Konkani).

A: this time he came on my person and pushed me. I also reciprocated the action and pushed him. Meanwhile, Mr. Paulo Baposa came near and separated both of us, at the same time after separating us when Mr. Paulo was about to leave Mr. Surya Shetkar threw empty tea glass on my body which hit on my forehead thereby causing serious injury, and I became unconscious."

It appears from the further statement of the workman that he was in hospital for eight days. It also appears that he had informed the Head Office about this incident by his letter dated 25-2-1977 which has been produced in the inquiry papers. That letter also contains the version of the workman as to why Surya Shetkar had a grudge against him.

13. The workman examined one witness by name Ulhas Mansekar in support of his defence. He stated that at the material time both the workman and Surya Shetkar were talking with each other in a loud tone. Thereafter, he says both of them were pushing each other. He added that in the meantime Paulo Baposa intervened and separated them. Thereafter, he says Shetkar threw a glass on the forehead of the workman as a result of which blood started coming from his forehead. This witness was not cross-examined on behalf of the management.

14. The above evidence will show that there was exchange of words between the workman and Surya after which both of them pushed each other. The workman stated that the quarrels started as a result of some provocative words used by Surya Shetkar. That Surya Shetkar used the provocative words first is not stated by the witness of the workman, Mansekar. He stated that both of them were talking with each other in a loud tone. According to the version of the workman, Surya Shetkar came on his person and pushed him. Thereafter, he (the workman) reciprocated the action and pushed him. The evidence shows that one Paulo Baposa intervened and separated both of them. When Paulo went inside the kitchen, Shetkar threw an empty glass on the forehead of the workman thereby causing injury to him. This canteen in which the incident took place is as stated in para 14 of the statement of claim within the precinct of the mine. That canteen is provided by the company. It is obviously for the use of the workmen. Now, the incident even according to the workman took place at 2.00 p.m. in this canteen. The workman admitted in his cross-

examination that his duty starts at 2.00 p.m. It can, therefore, be said that the incident took place on the mining premises and during the working hours. The version of the workman that Surya Shetkar first uttered some provocative words has not been supported by the workman's witness, Mapsekar. It can, therefore, be said on the evidence that both the workmen, Naik and Shetkar indulged in disorderly behaviour on the premises of the mine and during working hours. I would, therefore, hold that the two charges framed against the workman are proved.

15. The next question, however, is whether the punishment meted out to the workman is commensurate with the misconduct that is proved. The order of the Director discharging the workman from the service is at exhibit E-7. It is not disputed that the Director had the power to issue an order of punishment. The Director agreed with the findings recorded by the Inquiry Officer. The Director observed in his order that the charges proved against the workman were grave and serious and the punishment merited was that of dismissal. However, as a generous gesture it had been decided to discharge him from the service. Accordingly, the workman was discharged from the service with effect from the date of the letter which was 21-5-1977.

16. Now, in the course of hearing of this reference Mr. A. M. Naik, Personnel Manager of the company, was examined. He stated that before the Director passed the said order he had put up before him the inquiry papers and the personal file of the workman. The company wanted to rely on the previous record of the workman. It appears from exhibit E-5 that this workman had on 2-1-1971 taken the truck to some cinema house where he had gone to see the cinema. He was, therefore, warned for the lapse on his part. That warning is at exhibit E-9. It is dated 19-1-1971. There is another warning (exhibit E-10). It appears that the truck driven by this workman was closely following another truck which was ahead of it. There was collusion between the two trucks and some damage was caused to the truck driven by this workman. The version of the workman given by him in his deposition recorded on 23-11-1982 in reply to the evidence of the company regarding the previous bad record is that the truck ahead of him was abruptly stopped. His truck, therefore, dashed against that truck causing damage to the radiator. The driver of that truck was prosecuted and convicted. He stated there was no criminal case filed against him. He further stated that the company recovered the loss from the Insurance Company. He asserted that he was not at fault in that incident.

17. The question for consideration is whether the nature of the misconduct committed by the workman considered along with his previous record is sufficient to terminate his service. Having considered the material on record I am inclined to think that the punishment meted out to the workman is quite disproportionate to the nature of the misconduct proved. The part that can be assigned to the workman in the incident concerned is that he had indulged in exchange of words with his co-worker, Shetkar in the canteen premises. When Shetkar pushed him in that quarrel, he also pushed him. Both abused each other. It is Shetkar who threw the empty tea glass on the forehead of this workman thereby causing injury on his forehead. The workman was required to be hospitalised for eight days. It would appear from para 8 of the statement of claim of the workman that he was allowed to resume duty on 17th of May, 1977, i.e. after about three months after he submitted a medical report of fitness. It is no doubt true that the workman indulged in disorderly behaviour. However, it does not appear that he indulged in any serious kind of assault as against Surya Shetkar. It is Surya Shetkar who threw a glass on his forehead causing serious injury to him. It appears that the incident was not preplanned. There was sudden quarrel between the two in which Shetkar indulged in an aggressive act of throwing the glass on the forehead of this workman. It cannot, in my opinion be said that the misconduct proved against the workman is of so serious nature as to entail the punishment of termination of the service. Even if the past record of warnings issued to the workman is taken into consideration the punishment meted out to the workman will be in my opinion quite disproportionate. It appears from the record that the management has terminated the services of Shetkar also. Possibly the management wanted to show that no discrimination was shown in the matter of punishment. Mr. Rele for the management, submitted that the incident in which the work-

man sustained a serious injury was a grave incident; the punishment was, therefore, justified. However, the incident became grave not on account of the part played by this workman. It is Surya Shetkar who recklessly indulged in the act of throwing the glass on the forehead of the workman. For all these reason I am of the view that the punishment meted out to the workman is excessive and disproportionate to the misconduct indulged in by him. I hold that the issue of warning to the workman would under the circumstances of the case be a sufficient punishment.

18. In view of this finding, the workman will be entitled to reinstatement. The question, however, is about the back wages. The management has brought evidence to show that the workman is in the service of a Drilling Contractor who operates a truck. That Contractor, B. C. Sidharthan is examined in this reference. He stated that the workman is working with him as a truck driver since 1-11-1977. He is paying a consolidated salary of Rs. 400 per month to him. He stated that the workman is not working with him continuously. He has prepared a statement at exhibit E-11 showing the periods during which he worked. Sidharthan stated in his deposition that the workman is paid overtime also. The evidence of this witness is no doubt challenged on behalf of the workman. However, it is not suggested to the witness that his version that the workman is employed on his truck is false. The workman has not entered the witness-box to say that he did not work with the said contractor. The misconduct on the part of the workman is held proved. I have, however, held that it is not sufficient to terminate his services or visit him with some serious punishment. I am not inclined to grant full back wages to the workman as it appears that his conduct was not totally blameless and he is gainfully employed for substantial period after the termination of his services. It, however, appears that his services were terminated on 21st May, 1977 and the management has brought evidence to show that he is working as a truck driver with Contractor, Sidharthan from 1-11-1977. I would, therefore, grant half the back wages only to the workman from the date of his termination i.e. 21-5-1977 to 1-11-1977. As the workman is employed from 1-11-1977 for a substantial period though not continuously, and drawing a salary of Rs. 400 per month and overtime, I will not grant him any back wages for the period from 1-11-1977.

19. In the result, I hold that the workman was guilty of the charges framed against him. However, in the circumstances of the case, I am of the opinion that the issue of warning to the workman would be a sufficient punishment. The workman will, therefore, be entitled to half the back wages from 21-5-1977 to 1-11-1977. No back wages for the rest of the period.

20. My award accordingly. No order as to costs.

M. D. KAMBLI, Presiding Officer

[No. L-26012/13/77-D.III(B)]

S.O. 1613.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bhubaneswar in the industrial dispute between the employers in relation to the management of Joda West Manganese Mines of Messrs Tata Iron and Steel Company Limited, District Keonjhar (Orissa) and their workmen, which was received by the Central Government.

INDUSTRIAL TRIBUNAL, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 7 OF 1981 (CENTRAL)

Bhubaneswar, the 31st December, 1982.

BETWEEN :

The employers in relation to the Management of Tata Iron & Steel Co. Ltd., Joda West Manganese Mines.

AND

Their workman

Second-party

APPEARANCES :

Shri D. N. Choudhury,
Senior Personnel Officer—For the first-party.

Shri Murali Barik —

Second-party.

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred by Section 1-A and Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, had originally referred the following dispute to my predecessor in office vide their order No. L-26012/13/80-D. III. B. dated 11-8-1981:

"Whether the action of the management of Joda West Manganese Mines of M/s. Tata Iron & Steel Co. Ltd., Dist. Keonjhar (Orissa) in terminating the services of Shri Murali Barik, temporary helper from 16-5-80 is legal and justified? If not, to what relief Shri Murali Barik is entitled?"

The said Government, in exercise of the powers conferred by Section 1-A read with Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, have transferred the proceedings in relation to the above dispute to me for disposal according to law as per Government Order No. L-26012/13/80-D. III(B) dated 18-9-1981.

2. The case of the first-party management may be briefly stated thus. The ISCO Mines Division has twelve mining establishments spread over three States, of which the Joda West Manganese Mines in the district of Keonjhar is one. There was a training programme of heavy earth moving equipment operators for six months from 1-4-1980, in which one S. N. Sao, driver (heavy vehicles) of the Joda West Manganese Mines was deputed for training. The second-party Shri Murali Barik was recruited as a temporary Helper in the vacancy caused by Shri Sao. Shri Barik in accordance with the Certified Standing Orders was appointed as a helper purely on temporary basis and not exceeding a period of 5 months 20 days. It was also stipulated in the order of appointment that the services may be terminated at any time without assigning any reason or notice if the employee failed to show necessary aptitude and ability in his job. Shri Barik joined on 1-4-1980 for duty at Joda West Manganese Mine. He was entrusted to drive vehicles as and when required. He was reported to be rough and negligent driver and he was cautioned to be careful in future, but he was not paying any heed. On 15-5-1980, while driving a truck bearing No. OKJ 460/ he caused an accident thereby damaging the vehicle. Meanwhile the performance of Shri S. N. Sao, deputed for training not being found to be satisfactory, he returned from vocational training centre to resume duties in his original post at Joda West Manganese Mine on 7-5-1980. One Shri N. C. Baidya, a driver of Joda West Manganese Mine proceeded on leave of absence from 8-5-1980 to 14-5-1980, and in his place the second-party Shri Barik was deputed to work. Thereafter there was no vacancy and the management decided to terminate the services of the second-party as per clause 2 of his appointment letter dated 15-4-1980. Accordingly, in the letter dated 15-5-1980 issued by the Superintendent (Mines), Joda, the services of the second-party Shri Barik were terminated with immediate effect without any notice or without assigning any reason. It is averred that the management had no malafides in terminating the services of the second-party.

3. The case of the workman second-party may be briefly stated thus. The second-party Shri Barik was appointed as a Helper along with some others on permanent vacancy. From the date of his appointment he never worked as a Helper but was asked to work as a driver. There being difference of wages in the post of driver and Helper, he demanded the wages of driver for which the management was not happy with him and tried to get rid of him as early as possible. On 15-5-1980, the management terminated his services without any reason. Then he raised a dispute before the employer in his letter dated 22-5-1980 and he was informed by the management on 27-5-1980 that his service was not satisfactory and he failed to show necessary aptitude and ability in his job. It is contended that the termination of his services was illegal, unjust, unfair and against the principles of natural justice. According to him the termination of his services was illegal on the following ground, viz., (a) though his work was very satisfactory, his services were terminated on account of demand for higher wages; (b) no charge-sheet was issued to him regarding failure on his part to show aptitude and ability

to work in his job; and (c) the management never gave him a chance to work as a Khalasi from the date of his appointment and as such the termination as per Clause 2 of the order of appointment was not proper.

4. The management first-party in their rejoinder have disputed some of the material facts alleged by the second-party in his written-statement. It is averred that Shri Barik was not appointed against any permanent vacancy. It is also averred that apart from not showing sincerity and initiative in the work entrusted to Shri Barik, he caused accident to a new vehicle on 15-5-1980. It is also contended that a preliminary enquiry was also made regarding the accident, and the enquiry confirmed the lack of ability and aptitude to perform his duties diligently. Accordingly, it was decided not to allow Shri Barik to continue in service any more. Although he could have been punished with dismissal, but to save him from acquiring a stigma in his career his services were simply terminated. As such the termination is with reason and justification and it is bonafide. It is denied that the services were terminated for demanding wages of a driver. Such a contingency never arose as Shri Barik was entitled to acting allowance of a driver as per Company's rule and practice. It is next contended that as it was a case of discharge simpliciter, drawing up a formal proceeding against him was not necessary. It is further averred that after the termination Shri Barik has been in gainful employment.

5. From the respective pleadings of the parties, the following points arise for determination.

- (1) Whether the termination was illegal?
- (2) Whether the termination was justified?
- (3) To what relief, if any, is the workman entitled?

FINDING

Point Nos. 1 and 2 :—

6. Both the point Nos. 1 and 2 being inter-connected have been taken up together. There is no dispute that the second-party workman Shri Murali Barik was appointed by the first-party management as per the appointment letter, Ext. 5, dated 15-4-1980. The appointment order thus forming the basis of contract of service requires scrutiny. It says that the second-party was appointed as a Helper purely on temporary basis subject to certain terms and conditions. The second condition which is material for the present case reads thus:—

"2. Your employment with us will be purely on temporary basis and not exceeding a period of 5 months 22 days during which period if you fail to show the necessary aptitude and ability on your job, your services may be terminated at any time without assigning any reason or notice."

In view of the fact that the appointment was purely temporary and that too for a specific period, the requirements of lawful retrenchment as stipulated in Section 25-F of the Industrial Disputes Act (hereinafter referred to as the Act) are not attracted in this case. Assuming that the second-party's services were not terminated on 16-5-1980 as it happened, even then according to the terms and conditions of service stipulated in Ext. 5, his services could not have been extended beyond 5 months 22 days. Even then the second-party would not have completed one year of continuous service as per Section 25(b) of the Act to attract the provision of Section 25-F of the Act so as to get the retrenchment benefit. In the eye of law, therefore, the action of the management cannot be said to be illegal.

7. It is necessary to briefly refer to the certified Standing Orders of the first-party (Ext. 22) in this connection. The second-party was a temporary workman as per Clause 5(1) (c). The termination of his service would, therefore be governed by Clause 43 and not by Clause 35 as contended on behalf of the workman. Although the Superintendent (Mines), the authority terminating the services of the second-party, has deposed in cross-examination that all termination are governed by Clause 35, he had at later stage corrected his statement by saying that Clause 43 of the Standing Orders is applicable to the present case. Clause 43 deals with termination of services. Sub-clause (b) says that subject to the provisions of the Industrial Disputes Act, no notice of termination of employment is necessary in the case of temporary workmen. It would thus be noticed that no rule of the

Standing Orders (Ext. 22) has been violated in following the procedure of termination of the second-party.

8. I would like to briefly examine the evidence on the question of termination. The witnesses for the management, M.W. 5, was the then Superintendent (Mines) stationed at Joda. He had issued the letter of appointment, Ext. 5, and he had also issued the order of termination Ext. 13. Ext. 13 is a letter dated 15-5-1980 the contents of which only read. "Since we do not require your service any more, your services are hereby terminated with immediate effect". M.W. 5 has stated in chief examination that the services of Shri Barik were terminated as his appointment was for a specific purpose, as some heavy vehicle drivers were sent for training and one of them had returned not being found suitable. Thereafter Shri Barik continued against the leave vacancy for about 8 days. Then his services were terminated as there was no vacancy and also along with it co-incidentally he was involved in an accident because of his negligence. In cross-examination, to the question as to how Shri Barik's services were prematurely terminated although he was appointed for a period of 5 months 22 days. M.W. 5 has stated that Shri Barik was appointed against the vacancy of Shri Sao who was sent for training, that Shri Sao prematurely returned before completion of the training, that Shri Barik continued for a further few days more working in place of the driver Shri Baidya who had gone on leave, and that thereafter as there was no vacancy and co-incidental to that as there was an accident, his services were terminated. M.W. 5 has denied the suggestion that the services of the second-party were terminated for his demanding higher wages. He has also denied the suggestion that the services were terminated without observing the provisions of the Standing Orders.

It would thus be noticed that the services of the second party who was appointed on temporary basis for a period not exceeding 5 months 22 days, were terminated on account of the joining of the incumbent Shri Sao and then Shri Baidya against whose vacancies Shri Barik was appointed. In such state of affairs it has to be examined whether the contentions raised by the workman have any merit. The contention that Clause 35 of the Standing Orders (Ext. 22) was not followed does not merit any consideration, as obviously Clause 43 and not Clause 35 of Ext. 22 is applicable in the present case. The further contention that the termination has taken place without taking resort to any disciplinary proceeding is also not tenable. The question of disciplinary action would arise if any misconduct is sought to be made as a ground for punishment. But in the present case the wrongful act of causing an accident by the second-party, though an act of misconduct, was not the ground for termination of his services. It is amply proved from the oral and documentary evidence on record that the second-party was appointed against the vacancy caused by Shri Sao, and that his services were terminated after the resumption of duty by Shri Sao and subsequently by Shri Baidya. In such case the services of the second-party, even without causing any accident of the vehicle, would have been terminated. The matter might have been different if no accident had been caused, and the management might have considered to provide employment to the second-party in some other post. But the post for which Shri Barik was appointed cannot any longer be claimed after the joining of Shri Sao and then by Shri Baidya. On the side of the workman it is urged that the workman could have been utilised as a Helper for which he was appointed, instead of as a driver for his causing the accident, but he did not deserve to be terminated. This argument also does not hold good, as no vacancy existed for him after the joining of Shri Sao and Shri Baidya. No evidence has been led on the side of the workman to show that there was any vacancy left in the post of Helper even after the joining of Sarbasri Sao and Baidya. Such an argument cannot be said to be tenable.

8. Much evidence has been led on the accident caused by the second-party in a new truck on 15-5-1980 while proceeding from Bichikundi to the Ferro Manganese Plant. Witness Nos. 1, 2 and 3 for the management have given a graphic picture in their evidence as to how the accident took place due to the careless driving of the second-party. The second-party in his evidence has denied to have caused any accident, and has, on the other hand, put forth a story that on 15-5-1980 he first went to Joda and returned to Bichikundi, and that on his return he again proceeded to Joda with M.W. 1 and one Sonu Apat, and on the direction of M.W. 3 on the

road he returned with the vehicle to Bichikundi. The second-party has thus stated that he did not cause any accident on 15-5-1980. His witness W.W. 2 claims to have travelled in the ill-fated truck, but according to him, he got down from the vehicle halfway and he did not know what happened to the vehicle thereafter. His evidence is, therefore, in no way helpful to support the case of no-accident advanced by the second-party. On the other hand, from the evidence adduced on the side of the management through M.Ws. 1, 2 and 3, I am fully satisfied that the second-party had caused the accident of a vehicle belonging to the first-party on 15-5-1980, and that the accident was due to careless driving of the second-party.

9. In the light of my discussions in the foregoing paragraphs, I would hold that the termination was illegal as well as justified.

Point No. 3 :—

10. The only contention raised in this context on behalf of the workman is that he could have been reverted to the post of Helper for which he was originally appointed. This contention is not tenable, in my opinion, for the reasons I have already discussed. The second-party's appointment as a Helper was only for a specific purpose, i.e., for working as a driver for a temporary period during the vacancy caused by Shri Sao and then by Shri Ba'dya. After their joining there cannot be said to be in existence any pos. of a Helper in which the second-party could have been absorbed. Nextly it has transpired from the evidence that the second-party's appointment was subject to the satisfaction of the management about his aptitude and suitability for the job. Ext. 5 is very clear on this point. Oral evidence has been adduced to show that the second-party did not acquit himself with credit during the short period of his work. The second-party cannot, therefore, be said to have drawn the sympathy of the management for prolonging his continuance in the post till the maximum period of 5 months 22 days. For the reasons discussed above, I find that the second-party workman is not entitled to any relief.

11. In view of my findings on all the points, I would hold that the action of the management first-party in terminating the services of Shri Murali Barik, the second-party, from 16-5-1980 is legal and justified, and that the second-party is not entitled to any relief.

12. The Award is passed accordingly.

J. M. MAHAPATRA, Presiding Officer.

[No. L-26012/13/80-D.III(B)]

S.O. 1614.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Manganese Ore (India) Ltd., Nagpur and their workmen, which was received by the Central Government.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.),
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR (M.P.)

Case No. CGIT/LO(R)(6) of 1981

PARTIES :

Employers in relation to the management of Manganese Ore (India) Ltd., Nagpur and their workmen of their Tirodi Manganese Mines represented through the Rashtriya Manganese Mazdoor Sangh (INTUC), Tirodi, P.O. Balaghat, Madhya Pradesh.

APPEARANCES :

For Union—Shri S. K. Rao, Advocate.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Manganese District : Balaghat (M.P.)

AWARD

Dated, December 10, 1982

This is a reference made by the Government of India in the Ministry of Labour vide its Notification No. L-27011/

1/80-D.III.B dated 23rd January, 1981 for the adjudication of the following dispute by this Tribunal :—

“Whether the action of the management of M/s. Manganese Ore (India) Ltd., in withdrawing the benefit of Nursing Attendance Allowance to the workmen of their Tirodi Manganese Mines is justified? If not, to what relief the workmen are entitled?”

2. Facts giving rise to the aforesaid dispute are as under :—

The Rashtriya Manganese Mazdoor Sangh (INTUC), hereinafter referred to as the Sangh, raised dispute with the Asstt. Labour Commissioner regarding the withdrawal of Nursing Attendance Allowance which according to them is payable by the management of the M/s. Manganese Ore (India) Ltd. As the disputes were not settled in the conciliation proceedings the same were referred to this Tribunal by the Government of India by the aforesaid order.

3. The claim of the Union (Sangh) is that the workmen of the Tirodi Mines of the Manganese Ore (India) Ltd., hereinafter referred to as the MOIL, were as a customary privilege enjoying the benefit of a Nursing Attendance Allowance which has been discontinued by the management of the MOIL since sometime past. This allowance, according to the Sangh, was payable to the attendant of a workman who, while injured on duty, was required to be hospitalised either locally or at some outstation and had to be escorted either by a relative or by some friend or by a co-worker upto the place where he was to be treated. The necessity of an attendance in these cases was certified by the Medical Officer concerned at his discretion. Such an attendant was given expenses of journey to and from the hospital, and if the injured or sick workman was detained at an outstation then while being brought back the attendant was given his journey expenses also. Such an attendant used to attend the patient or the injured workman during hospitalisation. The management has, however, discontinued this payment of Nursing Attendance Allowance since sometime past. Such a discontinuance or withdrawal of this concession without complying with the provisions of Sec. 9A of the Industrial Disputes Act 1947, hereinafter referred to as the Act, was neither justified nor legal. A prayer is accordingly made that it may be declared that such a discontinuance and/or withdrawal of Nursing Attendance Allowance is illegal, unjust and inoperative.

4. The management has opposed the prayer made on behalf of the workmen. It is contended that such a dispute was not raised by the workmen or their Union with the management; that a direct reference to the conciliation officer was not called for and that on these grounds the reference is incompetent. It is further contended that locally the management maintains a well equipped hospital where all facilities are extended to the injured and sick workmen. There are common Standing Orders of the management in respect of not only the Tirodi Mines but other mines also; that the Standing Orders provide for leave being granted to the workmen; that there is no provision for a medical attendant being provided to the injured or sick workman; that such attendance as is necessary and certified by the Doctor is provided by the management as and when necessary; that allowance claimed in the aforesaid circumstance is not at all provided by the Standing Orders and that the financial position of the MOIL is not such as to bear any financial burden in addition to that what is provided in the Standing Orders and Leave Rules.

5. In their rejoinder the Sangh admits that there were discussions before the Asstt. Labour Commissioner, that the Sangh had by a letter dated 25-10-1979 made a demand for payment of this allowance; that it was from September, 1979 that the said payment of allowance was discontinued and that the claim made by the Sangh is fully justified.

6. In their rejoinder the management contended that there was no customary payment; that injured are given all possible help; that before the Standing Orders came into force help in such form as was required for the injured or sick workmen was extended; that as a special case leave was granted to an attendant who was required to accompany the sick or injured person, that such special leave as was granted cannot be claimed as of right; that the T.A. to a workman is paid only when he travels on duty and that it is the Medical

Officer concerned who decides as to when and in what case an attendant should accompany a patient if he requires to be sent outside for treatment.

7. As per order passed on 21-7-1981 the aforesaid dispute was the only issue for adjudication of this case. This may be formulated as under :—

ISSUES

1. Whether the management of M/s Manganese Ore (India) Ltd., Nagpur was justified in withdrawing the Nursing Attendance Allowance to their workmen of the Tirodi Manganese Mines?

2. To what relief are the parties entitled to?

8. Oral and documentary evidence has been given by both the parties. My findings on the aforesaid issues are as under :—

Issue No. 1.—The management of M/s. Manganese Ore (India) Ltd. Nagpur was not justified in withdrawing the benefits of Nursing Attendance Allowance to the workmen of their Tirodi Manganese Mines.

Issue No. 2.—As per order passed below.

Findings with reasons :

9. Issue No. 1.—The management has examined only one witness M.W. 1, Shri K. M. Tripathi, who has in his evidence referred to certain documents filed both by the management as well as by the Union. In his statement he stated that with regard to the withdrawal of the Nursing Attendance Allowance no demand was made either by the workmen or their Union to the management and that only a letter Ex. M/1 was addressed to the Asstt. Labour Commissioner indicative of their demand in dispute. He further says that the management never made any payment of Nursing Attendance Allowance and that Ex. M/2 is a copy of the Standing Orders, clauses 23 and 24 of which completely govern the medical attendance to the worker. Further according to him Ex. W/3 is a copy of the Rules made under the authority of Ex. W/2. These rules, according to this witness, have become applicable after coming in force the Standing Orders Ex. M/2.

10. So far as his statement in the examination-in-chief is concerned it is a denial of the claim made by the Sangh regarding the Nursing Attendance Allowance. According to him, Rules Ex. W/3 provide adequate facilities for medical aid to the workmen in the hospital at the mine.

11. When cross-examined the witness admitted that when any workman was injured on duty or was otherwise ill he is firstly treated in the hospital at the mine and thereafter if he is required to be sent out then any relation who accompanies him, is paid his fare both ways. The hospital, according to him, has an Ambulance which generally carries injured or sick workman at some place other than the mine hospital if he is required to be sent out.

12. The claim of the workmen is not for travelling allowance to the person accompanying the injured or sick workman but for additional allowance which according to the workmen was being paid to them since many years. With regard to this allowance the management's witness M.W. 1, Shri K. M. Tripathi, has stated that what was given to the attendant was not any allowance but nursing attendance leave, journey expenses both ways and daily wages which such attendant would have earned in case he had been on duty.

13. Considered as a whole his evidence indicates that either as a matter of rule or as a matter of practice or as a matter of concession whenever a workman was injured and was required to be sent for better treatment at a hospital other than a mine hospital then the management paid the attendant the journey expenses to and from the mine, daily wages as such attendant would have otherwise earned, but no extra allowance for the attendance rendered by him.

14. As against this evidence the Union has examined three witnesses, W.W. 1, Abdul Jabbar, W.W. 2 Bachoolal and W.W. 3 Safiuddin.

(1) W.W. 1 Abdul Jabbar has stated that in cases where the injured or sick workmen were sent out the attendant whose attendance was certified as necessary by the Medical Officer was paid not only his travelling expenses but certain amount as nursing allowance also. This allowance, according to this witness, has been recently withdrawn. He refers to Ex. W/1 as minutes of discussions held between the management and the Union leaders before the Asstt. Labour Commissioner, according to which no settlement was arrived at. In his cross-examination he was confronted with Ex. W/2 and Ex. W/3 which according to the management completely govern the question of medical aid to the employees of the mine. He was asked if there was any specific order of the management granting such allowance but he professed ignorance about them.

(ii) W.W. 2, Bachoolal, has referred two instances of 1975 and 1981 when he was sent to Nagpur for treatment and was paid not only T.A. but Nursing Allowance also. Such allowance, according to him, was paid to him only on the basis of a certificate from the Doctor concerned. This allowance, according to him, was not paid in 1981 when he had to take one of his relative to Nagpur.

(iii) W.W. 3 Safiuddin, also refers to the journey undertaken by him to Nagpur when his son suffered from T.B. Local Doctor had referred him to Nagpur and during the period of his absence from work, he was paid his wages, journey expenses and daily allowance @ Rs. 8/- per day. For the similar visit 1981, the witness says that no such allowance was paid to him.

15. From the aforesaid evidence of the workman it would therefore appear that prior to the admitted withdrawal of Nursing Attendance Allowance whenever any workman or his dependent was referred to a Doctor outside the mine area for treatment the management used to pay, on the certificate of the local Doctor, journey expenses and some daily allowance to the attendant who was required to go and accompany the sick or injured person. The management's witness, M.W. 1, Shri K. M. Tripathi, admits that even now if a certificate issued by a local Doctor an injured or sick workman is required to be referred to a hospital or a Doctor away from the mine then such a companion (whom the Union names as Nursing Attendant) he is paid wages and journey expenses also. The dispute between the parties is, however, with regard to the allowance which the Union claims was being paid but subsequently withdrawn by the management to the attendant who accompanies the sick or injured person as a Nursing Attendant. Though the management denies that any such allowance was paid but this denial, in my opinion, is falsified by the evidence given by the workman and once more documentary evidence to which I will shortly refer to.

16. No doubt neither the Standing Orders (Ex. M/2) nor the Medical Attendance Rules (Ex. W/3) make any provision for payment of any extra allowance to a Nursing Attendant but if the Union succeeds in proving that such an allowance was being paid as a customary concession then such a concession could not have withdrawn without proper compliance of Sec. 9A of the Industrial Disputes Act as the same had become part of the condition of service of the workmen.

17. Workmen have produced a register which has not been referred to by any of the parties but the same is now marked as Ex. C/1. It contains entries for the months of September and October, 1979. There are 29 entries and the heading in the Register is 'Nursing Attendance Report'. It shows that 29 different workmen were granted Nursing Attendance Allowance @Rs. 5.80. The last column shows that the workman or other attendant named in Column No. 1 was paid this allowance for attending a workman either at Nagpur or at Balaghat. This register, therefore, clearly shows that the workman attending another workman in a hospital outside the local area was paid Nursing Attendance Allowance @ 5.80 per day. The management has not produced their relevant accounts books to negative the claim of the Union. However, considering the register C/1 the oral evidence given by the workmen's witnesses and the evidence of the management's witness, Shri K. M. Tripathi I have to conclude that till sometime past the management was giving Nursing Attendance Allowance to the attendants of sick or injured workmen who were required to be referred to any Doctor or Hospital away from the

Hospital at the mine. According to the workmen's witnesses this allowance was being paid since long but was subsequently withdrawn in 1979. Though the payment of this allowance may not be a written term and condition of the service of the workmen but the same was being paid as a customary concession by the management of the workmen. The concession could not have been withdrawn without proper compliance with the relevant provisions of Sec. 9A of the Act. Accordingly, in my opinion, the withdrawal of such a concession viz., Nursing Attendance Allowance was not justified.

18. Issue No. 2—In the light of the view taken above it is held that the withdrawal of the Nursing Attendance Allowance by the management of the Manganese Ore (India) Ltd. Nagpur at their Tirodi Manganese Mine was not justified. The management shall restore the payment of Nursing Attendance Allowance on the following conditions :—

Whenever a workman either injured on duty or he or his dependant entitled for medical aid at the cost of the management, is referred to a Doctor or a Hospital away from the Hospital at the mine and the local Doctor certifies that such an injured or sick person requires Nursing Attendant of his own then the management shall pay such Attendant his travelling expenses, daily wages if he is an employee of the mine and the Nursing Attendance Allowance that was being paid earlier by the management. The period for which this allowance shall be paid shall be restricted to the period certified by the Doctor where the injured or the sick person is taken for treatment or for consultation. Award is made accordingly.

In the circumstances of this case there will be no order as to costs.

S. R. VYAS, Presiding Officer.
[No. L-27011/1/80-D.III(B)]

S.O. 1615.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bangalore in the industrial dispute between the employers in relation to the management of Kudremukh Iron Ore Company Limited and their workman, which was received by the Central Government.

**BEFORE THE INDUSTRIAL TRIBUNAL IN
KARNATAKA, BANGALORE.**

Dated 15th January, 1983.

Reference No. 1 of 1980 (Central)

I PARTY :

Shri N. E. Mohammed c/o Bharatiya Mazdoor Sangh,
Subedar Chatram Road, Bangalore-9.

-vs-

II PARTY :

The Management of Kudremukh Iron Ore Company
Limited, No. 25, M.G. Road, Bangalore-1, by its
Chairman & Managing Director.

APPEARANCES :

For the I party—Shri N. G. Padke, Advocate, Bangalore.
For the II Party—Sri B. C. Prabhakar, Advocate, Bangalore.

REFERENCE

(Government Reference No. L-26012/1/79-D.III B dated
18th September, 79).

AWARD

The Central Government has made a reference of the dispute between the parties for adjudication on the following points :—

“Whether the action of the management of Kudremukh Iron Ore Company Limited, Bangalore, in dismissing Shri N. E. Mohammed, Driver, from their services with effect from 4-7-1978 is justified? If not, to what relief the said workman is entitled?”

2. The Parties submitted their statements and additional issues were framed as follows :—

“1. Whether as contended by the II Party the Reference is bad for want of proper conciliation and description of the workman's name in a proper manner?

2. Whether there has been no proper espousal of the Industrial Dispute?

3. Whether the dispute has been raised by N. E. Mohammed? If so, whether it is proper espousal?”

3. ADDITIONAL ISSUES NOS. 1, 2 and 3.

The Order of Reference describes the 1st Party as “Shri N. E. Mohammed c/o Bharatiya Mazdoor Sangh, Subedar Chatram Road, Bangalore-9”. It is mentioned therein that the Central Government is of the opinion that an industrial dispute exists between the employers, the II Party, and their workmen. It is true that in the notice sent by the Tribunal, the 1st Party is described as ‘Workman of Shri N. E. Mohammed c/o Bharatiya Mazdoor Sangh, Subedar Chatram Road, Bangalore, but, such a description in the notice can never be taken to have created any confusion for the II Party to understand as to what is the dispute that was referred. The dispute has been clearly described as to whether the dismissal of Sri N. E. Mohammed, driver, from the service with effect from 4-7-1975 was justified. Hence the contention that there is no proper description of the 1st Party and thus the Reference is bad cannot be accepted.

4. The other contention is that the reference becomes bad if N. E. Mohammed in his individual capacity is the 1st Party as he had not raised any demand or dispute before the Management. The papers produced by the 1st Party which includes the Report of the Assistant Labour Commissioner to the Government of India and the notice sent by the Assistant Labour Commissioner as regards the conciliation and the final letter dated 31-10-1975 by the Under Secretary to the Central Government addressed to the I Party workman about the failure of the Conciliation efforts would show that it was on account of the efforts of the said N. E. Mohammed, the dismissed employee, the Kudremukh Iron Ore Company Limited Employees' Union took up the cause of the workman and efforts of conciliation were made. Under Section 2(A) of the Industrial Disputes Act, when any employer dismisses an individual workman, any dispute between that workman and the employer connected with that dismissal shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workman is a party to the dispute. When this is a case of a dismissal of a workman, it is not necessary for this Tribunal to go into the question as to whether the other workmen or any union of workmen have joined hands with the dismissed workman to espouse the dispute before the proper authorities. In view of the above definition the dispute of dismissal of the said N. E. Mohammed would be an industrial dispute and hence these issues are also answered against the II Party.

POINT OF DISPUTE NO. 1.

5. When the domestic enquiry is held to be just and proper, the only other question that remain for consideration are as to whether the findings are perverse or whether the punishment imposed is vindictive or would amount to victimisation. Though much has been made out in the claim statement of the I Party, that he is not individual responsible for the offences charged against him, still there is clear evidence to the fact that he was one of the persons involved in the charges. It is true that he has examined two witnesses on his behalf to say that he has not taken part in any incident alleged against him and has by himself given evidence to say that he had just gone to the spot where the incidents alleged have taken place but has not taken any active part in it. When especially he has got the backing of the workers' Union, it is not difficult for him to get two other co-workers to speak about his innocence. But, there is no reason why the management should pick up this workman along with some others to suspend from work and frame specific charges against them for the overt act done by them during the course of the strike by the several employees. The witnesses examined on behalf of the Management have clearly spoken about the role played by this workman during the course of the strike

and there is no reason to reject their evidence merely by holding that they are officials of the management. The Management cannot get any other independent person to speak about the incident that has taken place at the place at the time of the strike nor is there any evidence that there was any outside witness present at the spot at that time. Hence I accept the evidence of the Management's witnesses and hold that the findings of the Enquiry Committee, that the charges have been established, is proper and justified.

6. The charges against the 1st Party workman are that he struck work or incited the others to strike work in contravention of the provisions of law or rule having the force of law and riotous and disorderly behaviour during working hours at the establishment or any act subversive of discipline. The specific incidents alleged against him are that on 27th to 30th March 1978, he struck work and assembled along with others in front of the administrative building during working hours and shouted objectionable slogans inciting others to strike work and he indulged in disorderly behaviour and committed acts subversive of discipline during working hours in the Company-premises. The disorderly behaviour is described as that on 27-3-1978, he went along with others to the monsoon stock pile area and prevented the loyal employees from carrying normal duties and on 28-3-1978, he stopped vehicles of the Company and prevented officials from carrying out their normal duties by deflating tyres of the vehicles of the Company, thus immobilising them with the result that the Company work was affected. The evidence would show that this workman was along with others when those alleged incidents have taken place. Even if, he had himself done any act that was also along with others who struck work. Hence the contention of the 1st Party workman that he did not do any act in any personal interest but in the interest of the workman at large requires sympathetic consideration.

7. It is not disputed that there was a strike for the said four days at the worksite. It is alleged in the claim statement of the II Party that the strike was against law as the II Party was a public utility service and there was no notice given earlier to strike. The Public Utility Service is defined in Section 2(n) of the Act as some of the specific industries and other industries specified in the first schedule in respect of which the Appropriate Government may issue a notification declaring it to be so. The Iron ore excavation work of the II Party cannot be described as any of the industries mentioned therein. The II Party was called upon to produce some documents by the 1st Party by the Application dated 11-8-1980. The Tribunal on that day passed an order asking the II Party to produce the said documents and by producing only some of the documents, it filed objections saying that the other documents asked for cannot be produced or are irrelevant. One of the documents called for is a letter dated 24-6-1978 addressed by the 1st Party-workman to the II Party and the II Party stated in the reply that the same would be produced, but has failed to produce the same. Later, the 1st Party produced a copy of that letter as Item No. 9 in its list, filed on 29-12-1981. In that letter, the 1st Party workman had made it clear to the Management that by a Notification dated 10-12-1977 issued by the Government of India, the Iron Ore Mining Industry was declared to be a 'Public Utility Service' for a period of six months from 18-5-77 and the same was not further extended and consequently as on the date of the strike, it was not a 'Public Utility Service'. The II Party has not produced any document to show to the contrary and hence it has to be taken that the contention that the strike is illegal for want of notice as contemplated in Section 22 of the Industrial Disputes Act is not correct. The evidence would disclose that the strike was sponsored by the Union and many of the employees had taken part in it. Hence if the 1st Party workman had taken part in the said strike and even gone to the extent of shouting slogans in support of the strike, it cannot be said to be an illegal act. It may be a contravention of the provisions of the Standing Orders if he joined with the other strikers in inciting others to strike work or shouted objectionable slogans at the worksite. It may also be a contravention of the Standing Orders if he joined others in deflating the tyres of the vehicles of the Company and preventing other officials from attending duty.

8. But the question for consideration would be as to whether an order of dismissal is a proper punishment in such cases. Section 11-A specifically empowers the Tribunal to reconsider the evidence to find out as to whether the order of

dismissal was justified and award any lesser punishment in lieu of such dismissal if the same is found to be excessive and direct reinstatement of the workman.

9. The workman in the present case was charge-sheeted along with some others on similar charges. The II Party has produced a copy of the letter addressed by the Joint Secretary of the Bharateeya Mazdoor Sangh dated 12-6-1978 addressed to the chairman of the II Party complaining that though the enquiries in regard to four of the workmen including the 1st Party Workman were completed, no further action is being taken and hence the suspension order may be revoked. One Shivadevappa is one of the employees whose name is mentioned in the said letter. It would appear that he has submitted a representation dated 24-6-1978 in response to the second show cause notice requesting that he may be treated leniently. This letter was not produced by the II Party though called upon to produce and hence the 1st Party workman had produced a copy of it under the original signature of the said Shivadevappa along with a list of documents filed on 21-12-81. He has also produced a similar letter by himself of even date putting forward the same grounds as the said Shivadevappa for treating his case also leniently as reply to the second show cause notice issued to him. This letter was also called for to be produced by the Management, but they have failed to do so. So the 1st Party has produced a copy of it under his signature. It would appear that in response to the letter of the said Shivadevappa, the Management passed an order dated 4-7-1978 that after due consideration of the points raised in the letter dated 24-6-1978, it would decide to stop two increments with cumulative effect for the said Shivadevappa and his period of suspension would be treated as on duty by deducting the subsisting allowance already paid to him. But unfortunately, for the 1st Party workman, his representation was not considered and he was ordered to be dismissed. He preferred an Appeal to the Chairman and the said appeal was also dismissed by order dated 29-11-1978 which has been produced by him. He has been even asked to vacate the quarters occupied by him by the order dated 7-8-1978 which is also produced by him. This would depict a clear case of discrimination and victimisation of the 1st Party workman because he was being supported by an Union in his representations and was intended to curb his union activities. Though the letters referred to above are not duly marked by examining any witness when they are original letters of the management and the management was called upon to produce the same and it has failed to do so, the tribunal cannot refuse to look into those documents by applying the strict principles of the evidence Act and they are referred only to consider the claim victimisation set up by the 1st Party. It can be concluded even without referring to the said letters that the punishment imposed against the 1st Party workman is highly unconscionable considering the offence alleged against him and the ends of justice would be well served in punishing him in the same manner as the said Shivadevappa by stopping two increments for the same with cumulative effect.

10. The argument that any reduction of punishment to the 1st Party workman would only encourage the others to be violent and disobedient towards the management and if he is reinstated he would be a great danger to the peaceful and cordial relationship between the management and the workman cannot be accepted. The 1st Party workman has suffered sufficiently on account of his overt acts by suspension order passed on 2-4-1978 and the prolonged enquiry which resulted in his dismissal on 4-7-1978 and the further prolonged enquiry before this Tribunal up to this date. He should be given an opportunity to turn a new leaf and be better disciplined. He has also brought in evidence at the enquiry that just a few days earlier to the strike, he had lost his son and was in bereavement and could not have taken an aggressive part in the strike to such an extent as to get a higher punishment than what was given to others. The present punishment imposed to him as by way of stoppage of his two increments with cumulative effect would be deleterious to him as well as to others. It cannot be accepted that he would be more aggressive hereafter towards the management in case of reinstatement. There is no question of any losing faith and confidence in him as he is not holding any responsible position in the II Party except as a driver of some vehicle. Hence the punishment imposed on the 1st Party workman by way of dismissal is set aside and in substitution to it it is ordered that his two increments should be stopped with cumulative effect and he should be reinstated in service with all the benefits of continuity of service as from the

date of suspension granting him full wages from that date till the date of dismissal. However, he shall be paid half the wages for the period from the date of dismissal till the date of reinstatement. He shall also be paid Rs. 200 as costs of these proceedings. Award passed accordingly.

V. H. UPADHYAYA, Presiding Officer
Industrial Tribunal, Bangalore.

[No. L-26012/1/79-D.III(B)]

S.O. 1616.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur in the industrial dispute between the employers in relation to the management of Burhar and Amlai Collieries, Post Office Dhanpuri, District Shahdol (M.P.) and their workmen, which was received by the Central Government.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.), PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC(R)(14)/1974

PARTIES :

Employers in relation to the management of Burhar and Amlai Collieries, Post Office Dhanpuri, District Shahdol (M.P.).

AND

Their workmen represented through the Colliery Labour Union, P.O. Dhanpuri, District Shahdol (M.P.).

APPEARANCES :

For Union : Shri Motilal Pal.

For Management : 1. Shri Gulab Gupta, Advocate,
For M/s. Rewa Coalfields Ltd.
2. Shri P. S. Nair, Advocate,
for Western Coalfields Ltd.

INDUSTRY : Coal Mines DISTRICT : Shahdol (M.P.).

AWARD

Dated, December 31, 1982

By Notification No. I-22011/12/73-LR II, dated 18th June, 1974 by the Government of India in the Ministry of Labour the following disputes have been referred to this Tribunal for adjudication :—

“Whether Messrs Rewa Coalfields Limited, Calcutta erstwhile owners of Burhar No. 1 and 2 and Amlai Collieries, Dhanpuri, Shahdol (Madhya Pradesh) are justified in deducting inflated amount of gratuity payable from the gross profits of the accounting year 1972 and if not to what relief are the workmen entitled ?

Whether Messrs Rewa Coalfields Limited and Messrs Coal Mines Authority Limited, the erstwhile and present owners of Burhar No. 1 and 2 and Amlai Collieries, Dhanpuri, Shahdol (Madhya Pradesh) are justified in not making payment of bonus to their workmen for the accounting year 1972 in contravention of the provisions of Payment of Bonus Act, 1965. If not to what benefit are they entitled ?”

These disputes have been registered as Case No. CGIT/LC(R) (14)/1974 in this Tribunal.

By another Notification No. L-22012/12/14/75-D. IIB, by the Government of India in the Ministry of Labour dated 31-1-1976 the following dispute was also referred to this Tribunal for adjudication :—

“Whether Messrs Rewa Coalfields Limited, 4, Bankshall Street, Calcutta and the Coal Mines Authority Limited, Sohagpur Area, Post Office Dhanpuri,

District Shahdol, the erstwhile and present owners of Burhar No 1 and 2 and Amlai Colliery Dhanpuri, Shahdol, Madhya Pradesh are justified in not making payment of bonus to their workmen for period 1-1-1973 to 30-4-1973 at 20% as demanded by the workmen ? If not, to what quantum of bonus are the workmen of the above said collieries entitled ?

This dispute has been registered as Case No. CGIT/LC (R) (3)/1976.

3. Since the fact and circumstances giving rise to the aforesaid disputes and references are one and the same it is deemed expedient and proper that a common order be recorded for passing awards in both the cases.

4. Facts giving rise to the Disputes.

M/s Rewa Coalfields Ltd., a public limited company owned Burhar and Amlai Collieries in District Shahdol, Madhya Pradesh. The management of these collieries was taken over by the Central Government as per Coal Mines (Taking Over of Management) Ordinance, 1973 on 30-1-1973. The ordinance was replaced by Coal Mines (Taking Over of Management) Act, 1973 and management of these mines vested in the Central Government w.e.f. 30-1-1973.

5. Subsequently by a virtue of Coal Mines (Nationalisation) Act 1973 the Central Government acquired the right, title and interest of the said company in the aforesaid coal mines with effect from 1-5-1973 and handed over the management to Coal Authority Ltd., Western Coalfields Ltd. is a subsidiary company of C.A. Ltd. and is presently the owner of these collieries.

6. As the management of Rewa Coalfields Ltd. was taken over by the Central Government in January, 1973 this company could not either declare or pay bonus to its employees as according to Section 19 of the Payment of Bonus Act the same was payable within 8 months from the close of the accounting year i.e. the year 1972. Subsequently after the management of the mines was taken over as aforesaid, the Central Government (Coal Authority of India, later W.C.Ltd.) paid bonus to the workmen of these collieries at the statutory minimum rate of 8.33% and deducted this amount from the amount of compensation to be paid to the company, as per provisions of the Nationalisation Act.

7. Because of the payment at the minimum statutory rate of 8.33% the workmen of these collieries raised an Industrial Disputes which was seized by the Assistant Labour Commissioner (Central) in conciliation proceedings. In the conciliation proceedings the grievance of the workmen was that in the profit and loss accounts of the Rewa Coalfields Ltd. Co. a provision has been illegally made for setting apart a huge sum of about 40 lacs for payment of gratuity to the workmen on account of which the profit sharing bonus and allocable surplus amounts have been considerably reduced and that they are, ignoring this huge and inflated amount, entitled to payment of bonus at a rate much higher than the minimum statutory rate of 8.33%.

8. As there was no agreement between the parties the failure report was submitted by the conciliation authority to the Central Government who in their own term made the reference as per order dated 18-5-1974, which has been registered as Reference Case No. 14 of 1974.

9. For the accounting year 1973 the Coal Authority of India paid bonus to the workmen of these collieries at the rate of 8.33%. The workmen however demanded that for the period January 1973 to April, 1973 the Rewa Coalfields Ltd. Co., the previous owners and Coal Authority of India Ltd. the present owners, should have paid bonus at the rate of 20% and not 8.33 per cent. This demand was also treated as an industrial disputes in respect of which the conciliation proceedings ended in a failure because of various grounds raised by all the parties. On the failure report the Central Government have referred the aforesaid dispute as per order dated 31st January, 1976. This dispute is the subject of adjudication in Reference Case No. 3 of 1976.

Reference Case No. 14 of 1974

10. The claim of the workmen is that for the accounting year 1972 bonus was payable by Rewa Coalfields Ltd. on or before the end of August, 1972; that before the date due for payment of bonus for 1972 the collieries were taken over by the Central Government; that because of this taking over the previous and the present owners are both liable; that for the accounting years before 1972 bonus was paid at 12 per cent and more; that in the accounting year 1972 Rewa Coalfields Ltd. Co. made a record profit but bonus was paid at the rate of 8.33 per cent only; that in the balance sheet of profit and loss account the sums of Rs. 3714128.00 and Rs. 211093 have been deducted from profits without actual payment; that several amounts have also been similarly deducted without payment; that such deductions are unauthorised and illegal and that the workmen are entitled to bonus on the basis that these amounts are treated as profits.

11. The Rewa Coalfields Ltd. Co. contended that the Payment of Gratuity Act came in force in the year 1972 only from September 16; that this Act created a new liability on the company for payment of gratuity to workmen; that a fund was created for meeting with this new liability for payment of gratuity; that as per calculations made and certified by Chartered Accountant the aforesaid two sum were earmarked as a fund for payment of gratuity and appropriated in the Profit and Loss account of the year 1972; that accordingly the allocable surplus was Rs. 14,34,363 out of which the available surplus for payment of bonus was only Rs. 8,60,630 as against which the present owners have paid Rs. 12,92,000 as bonus for the year 1972 i.e. Rs. 4,32,000 more than what was due and that the workmen, in these circumstances, are not entitled to more than what they have been actually paid.

12. The other contention raised were that when the bonus became due in September 1973 there was no relationship of employer and employee between the parties; that correctness of the accounts duly audited and accepted as required by the Companies Act could not be challenged in these proceedings and that the said two sum of Rs. 37 lacs and 2 lacs having been duly and legally appropriated could not be added back to the profit to make the company liable for payment of bonus at a higher rate. The Rewa Coalfields Ltd. Co. also contended that the reference itself was incompetent.

13. In their rejoinder the workmen admit the payment of over Rs. 12 lacs as bonus for the year 1972 but contend it was paid as an advance liable to be refunded and that the same was accepted under force and compulsion.

14. Western Coalfields Ltd. have filed a separate statement claiming protection under Section 7 of the Coal Mines (Nationalisation) Act which lays down that the liabilities of the previous owners shall not be liability of the Central Government.

Reference Case No. 3 of 1976

15. The claim of the workmen in this case is that the **present owners** viz. Coal Authority of India, have for the period 1st January, 1973 to 30th April, 1973 declared bonus at the rate of 8.33 per cent, the minimum payable under the Gratuity Act; that the true statement of accounts have not been made available to the workmen and that both the past and present owners be called to place the true accounts and then be directed to pay bonus accordingly to law.

16. The statement of Rewa Coalfields Ltd. Co. is that w.e.f. 31st January, 1973 the relationship of employer and employee came to an end; that Coal Mines Authority Ltd. have paid bonus to the workmen of these collieries and that so long as the petition filed by them in High Court regarding competence and validity of the order of reference is not decided the hearing of this case be stayed.

17. Subsequently another statement was filed on 16th July, 1977, in which it was contended that these two collieries remained under the management of the Central Government with effect from 30th January, 1973 followed by nationalisation with effect from 1st May, 1973 when this company ceased to be the owner of the collieries; that bonus for

the whole year 1973 was paid by W. C. Ltd. and accepted by the workmen; that reference for a part only of the accounting year 1973 is contrary to the provisions of the Gratuity Act; that as from 30th January, 1973 the management of the Company was taken over by the Central Government, it is not in a position to submit the Profit and Loss account of the year 1973.

18. No statement of claim by the Coal Authority of India or Western Coalfields Ltd. has been filed. The workmen also filed no rejoinder in this case.

19. Before proceeding further a reference may be made to some orders passed on the Writ Petitions filed before the M.P. High Court by Rewa Coalfields Ltd. Co. which are as under:—

20. (1) Misc. Petition number 523—74 (Decided on 28th April, 1977).—By this petition under Art. 226 of the Constitution Rewa Coalfields Ltd. Co. challenged the validity of the order of reference dated 18th May, 1974 by the Central Government on a number of grounds and prayed for quashing it. The petition was however dismissed and it was held that the order of reference dated 18th May, 1974 was valid. With this decision the reference was received back by this Tribunal. The reference was heard on merits and an award was given by my learned predecessor after parties adduced oral and documentary evidence on 14th April, 1978.

(2) Misc. Petition No. 438—78 (Decided on 12th February, 1981).—This Writ petition under Articles 226 and 227 of the Constitution of India was filed against the award dated 14th April, 1978 passed by my learned predecessor and was allowed with some directions to this Tribunal. I shall refer to the order in this case shortly.

(3) Misc. Petition No. 535 of 1976 (Decided on 28th April, 1977).—This petition was filed by Rewa Coalfields Ltd. under Articles 226 and 227 of the Constitution challenging the validity of the order of reference dated 31st January, 1976 by the Central Government and prayed for quashing it. The decision was that the order of reference was valid and remanded the case with certain observations.

21. It would thus appear that the contention raised in both the cases against the validity and legality of the orders of reference of the two disputes has been settled by the High Court judgments in M.P. No. 523 of 1974 and M.P. No. 438 of 1976, both decided on 28th April, 1977.

22. I now propose to consider the merits of the two disputes in the above mentioned cases.

Reference No. 14 of 1974

23. In this case the main dispute between the parties is regarding the propriety of the appropriation of the two sums of over Rs. 37 lacs and 2 lacs in the Profit and Loss Account of Rewa Coalfields Ltd. for the year 1972. The contention of the workmen is that this is an inflated amount debited to the gross profits of the company resulting in a much lesser amount shown as allocable and available surplus for the purposes of calculation of bonus payable to them under Bonus Act. The defence of the Company is that Payment of Gratuity Act came in force in September, 1972; that according to this act the liability for payment of gratuity to workmen on retirement was for the first time created by this Act, that adequate provision had to be made for this liability in the accounting year in which this liability was created for payment of gratuity to those who retired in 1972 or earlier and to those who were to retire after 1972 and that such a provision made for discharging a newly created statutory liability cannot be questioned on any legal ground.

24. The contention of the workmen on the contrary is that in the accounting year 1972, only provision could and ought to have been made for an existing liability for payment of gratuity to those workmen who were at the end of or during 1972 had retired and became eligible for payment of gratuity and that a deduction of about 40 lacs from the gross profits of the accounting year 1972 was illegally made to scale down the payment of bonus.

25. My learned predecessor by his award dated 14th April, 1978 accepted the contention of the workmen and concluded

that the company, while preparing the Balance Sheet and Profit and Loss Account for the year 1972, could make provision for payment of gratuity out of gross profits which became payable at the end of 1972 and not for such payment of gratuity to those workmen who were to retire in future i.e. after the end of the year 1972. While taking this view my learned predecessor held that the decision of the Supreme Court in Metal Box Company's case (AIR 1965 SC-612) relied upon by the company was distinguishable. As regards the claim for other items of expenditure in the Profit and Loss account challenged by the workmen it was held that since they were not the subject of reference hence did not require any decision. An award was accordingly given that bonus shall be declared after adding an amount of Rs. 37,14,128 to the gross profits of Rs. 34,62,468.

26. The Company filed the aforesaid Writ petition in the M.P. High Court against this award. As per judgment in this Writ Petition it was held that the provision made by the company for gratuity in the Profit and Loss Account of the year 1972 was fully justified in as much as the liability for such payment was for the first time created by the Payment of Gratuity Act in September 1972; that there was no question of allocating the year to year liability for retirement payments in previous years; that it was necessary to calculate the entire liability which would ultimately be payable upto end of 1972; that thus calculated the Profit and Loss Account of the company would show the real profits in a satisfactory manner in accordance with the principles of commercial practice and accounting and that it was all the more necessary when the company was to be nationalised in the next year. It was lastly held that the company was justified in debiting the entire liability to the profits of the calendar year 1972 (vide para 12 of the judgment) with the aforesaid judgment the case has been remanded back to this Tribunal with the following order:—

"I would, therefore, quash the order of the Presiding Officer and direct that the liability arising under the Payment of Gratuity Act, 1972 calculated on the basis of length of service of the employees of the company should be debited against the profits for the year 1972 and the allocable surplus for distribution of the bonus be calculated afterwards."

27. In the light of the aforesaid judgment the contention of the workmen about debiting of the two amounts of Rs. 37 and 2 lacs and over (total amount about Rs. 40 lacs) stands rejected finally. The only question that survives is whether the calculation made by the company for the payment of gratuity for the first time in the profit and loss accounts of the 1972 was or was not done according to law and the workmen were only entitled to the payment of gratuity on the said calculation made by the company.

28. As per the final order of the High Court the liability arising under the Payment of Gratuity Act, 1972 is to be calculated on the basis of the length of service of the employees and then debited against the profits of the year 1972 and thereafter the allocable surplus for distribution of the bonus is to be calculated. In order that the calculations be made as per above direction of the High Court details with regard to the services of every workman entitled to payment of gratuity, the amount to which they will be entitled to on the basis of their length of service and many other detailed information would be necessary. After the remand of the case by the High Court the workmen have virtually taken no interest and remained absent when this case was heard finally. When parties gave evidence at an earlier stage before the award dated 14th April, 1978 was passed the company and the workman examined one witness each. At that stage S. Doria Swamy, the company Accountant at the relevant time stated that a sum of Rs. 37,14,128 was as per Item No. 1, in Schedule-G of Ex. E/1 (the Balance Sheet for 1972), deducted from the profits of the company on account of the accrued liability for payment of gratuity because of the coming in force of the Payment of Gratuity Act, 1972. He further stated that the calculation was made by the actuary on valuation basis taking into consideration the life expectancy, number of persons retiring and the number of years of service put in by the workman. He also stated that all these calculations were made through a computer on the basis of a high mathematical formula adopted by L.I.C. and other Government Departments. The witness was cross-examined

by the workmen's Advocate but no challenge appears to have been made to the aforesaid statement of the company's Accountant. No finding has been given on this evidence and the High Court has directed that calculation have to be made as indicated in the last para of the order.

29. In case all the relevant material had been placed by both the parties for making the calculation as directed by the High Court it would have been possible for this Tribunal to determine the precise amount that would be required to be debited to the profits of the company for the year 1972 and then to find out the amount of allocable surplus for distribution by the Company. In these circumstances the only order that can be passed is that in case the workmen feel that the calculation made for determining the liability for payment of gratuity and the allocable surplus by the company as stated by M.W. S. Doria Swami is not acceptable to them then they should, within one month for the date of the publication of the award, make an application to this Tribunal for the appointment of a Commissioner to make the calculation as directed by the High Court failing which it shall be presumed that the calculations made by the company for determining the liability for payment of gratuity, allocable surplus, available surplus and amount and rate of bonus admissible are correct. If an application is made as aforesaid necessary orders for the appointment of a Commissioner to make the calculation as directed by the High Court and his fees will be passed.

Reference No. 3 of 1976

30. The disputes between the parties is with regard to the rate of bonus paid to the workman for the period January to April, 1973. This dispute can be said to have arisen on the following facts:—

31. As already stated above the management of the collieries was taken over by the Central Government under the Coal Mines (Taking over management) Ordinance 1973 and the subsequent Act which replaced it from 1st May, 1973 all the Coal Mines were nationalised and their ownership vested in the Central Government without any burden for previous liability. After such taking over of the management and vesting of the Coal Mines the accounts of Profit and Loss for these mines for 1973 were prepared by the Coal Mines Authority of India and the workman were paid bonus at the rate of 8.33 per cent. The workman did not feel satisfied with this rate of payment and raised an Industrial Dispute to the effect that for January to April, 1973 they should have been paid bonus at the rate of 20 per cent. As the dispute was not settled in conciliation proceedings it has been referred to this Tribunal for adjudication.

32. The workman's demand is that in respect of the bonus for the year 1972 a reference is already pending in this Tribunal; that the company and the present owners have not given a true statement of account for these four months; that the previous and present owners have declared illegally bonus at the rate of 8.33 per cent and that accounts be got produced so that the workman may be found entitled to bonus at a higher rate.

33. So far as the Coal Authority of India as represented by the Area Manager, Sohagpur Area is concerned, it has sought reliance on Section 7 of the Coal Mines Nationalisation Act, 1973 according to which all previous liabilities of any kind prior to 1st May, 1973 were to be of the previous owner and not of the Coal Authority of India.

34. The Rewa Coalfields Ltd. contended that a claim for the bonus for a part only of the accounting year was not competent; that for the whole accounting year of the 1973 the workman have been paid bonus at the rate of 8.33 per cent; that under the law no bonus is separately payable for a part only of the accounting year; that the company having handed over the management to the Central Government on January 30, 1973 is not in possession of the relevant account to answer the workman's claim and that in any case the company is not liable to satisfy the claim made against it for a part only of the accounting year 1973.

35. The company challenged the validity of the order of reference by Writ Petition (Misc. Petition No. 535 of 1976) before the M.P. High Court. This petition was decided on 28th April, 1977. In the judgment of the High Court it was

held that the order of reference was valid as it raised an Industrial Dispute. On the question as to the entitlement of the workmen for bonus for a period, which is less than one year, the High Court expressed the view against the workman. In paragraphs 5 to 7 of the order passed by the High Court the scheme for calculation of the amount of bonus payable to the workman, the manner and the period for which is to be calculated was examined and he was further held that:—

"The whole scheme of payment of bonus is not workable if bonus is tried to be calculated for any shorter period than the accounting year. This is naturally so because the profit are calculated on yearly basis and the yearly attendance of the workman. It would then appear that for a part of a year, no bonus under the Payment of Bonus Act could be claimed by the workman".

36. In the light of the aforesaid view taken by the High Court in the aforesaid case it has to be held that the present claim made by the workman for calculation and payment of bonus for the period January to April, 1973 is not maintainable. It is not disputed that the Coal Authority of India Ltd. have paid bonus to the workman for the accounting year 1973 at the rate of 8.33 per cent. The workman have not raised any dispute with regard to this payment. Accordingly so far the present dispute is concerned the answer is that the workman are not entitled to bonus at the rate claimed by them either from Rewa Coalfields Co. or from the Coal Authority of India or from the present owners of the Mines.

37. In the light of the view taken above the awards in the two cases above are under :—

Reference Case No. CGIT/LC(R)(14) of 1974

- (1) That Messrs Rewa Coalfields Ltd., Calcutta, erstwhile owners of Burhar No. 1 and 2 and Amlai Collieries, Dhanpuri, Shahdol (Madhya Pradesh) were justified in deducting the amount of gratuity payable from the gross profits of the accounting year 1972.
- (2) That in case the workmen of these collieries feel that the calculations made by the said company for deducting the said amount of Rs. 3714128.00 and Rs. 211093.00 on account of the company's liability for payment of gratuity to the workmen under the Payment of Gratuity Act is not in accordance with law and the judgment of the M.P. High Court in Misc. Petition No. 438 of 78 dated 12th February, 1981, then they may, within one month from date of the publication of this award, make an application to this Tribunal for the appointment of a Commissioner for the calculation of and determination of this amount according to law and the order of the M.P. High Court. In case no such application is made it shall be presumed that the said two amounts have been properly and correctly debited and the workmen have been paid bonus in accordance with and not in contravention of the Payment of Bonus Act, 1965.
- (3) In case an application is made and a Commissioner is appointed necessary orders will be passed after his report is received and the parties are heard on his report.
- (4) In the circumstances of the case both parties shall bear their own costs.

Reference Case No. CGIT/LC(R)(3) of 1976

- (1) Messrs Rewa Coalfields Ltd., 4, Bankshall Street, Calcutta and the Coal Mines Authority Ltd., Sohagpur, P.O. Dhanpuri District Shahdol the erstwhile and present owners of Burhar No. 1 and 2 and Amlai Colliery, Dhanpuri, Shahdol, Madhya Pradesh are justified in not making payment of bonus to their workmen for the period 1st January, 1973

to 30th April, 1973 at 20 per cent as demanded by the workmen as under the law i.e. Payment of Bonus Act, 1965 no bonus is payable by the employer for a part only of the accounting year. The workmen have been paid bonus for the whole of the accounting year 1973 by their employer according to law. Hence no more bonus, except the amount and at the rate at which they have been paid for the whole year 1973, is payable either by the erstwhile or the present owners of these mines.

- (2) In the circumstances of the case both the parties shall bear their own costs.

S. R. VYAS, Presiding Officer

[No. L-22011/12/73-JR.II/D.III(B)]

S.O. 1617.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Central Mine Planning and Design Institute Limited, Nagpur and their workmen, which was received by the Central Government.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.)
PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR (M.P.)

Case No. CGIT/LC(R)(55)/1981

PARTIES :

Employers in relation to the management of Central Mine Planning and Design Institute Limited, Nagpur and their workman Shri S. K. Maity, represented by the President Samyukta Khadan Mazdoor Sangh, Jetpura No. 4, Chandrapur.

APPEARANCES :

For workman—Shri S. Mazar.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Mine

DISTRICT : Nagpur (M.S.)

AWARD

Dated, the 1st January, 1983

By a reference Order No. L. 18012(9)/81-D.IV(B) dated 21st December, 1981, Government of India in the Ministry of Labour has referred the following dispute for adjudication by this Tribunal :—

"Whether the action of the management of Central Mine Planning and Design Institute Limited, Nagpur in dismissing Shri S. K. Maity, Category 1 employee from service with effect from 20-6-1981 is justified? If not, to what relief is he entitled?"

2. The workman's contention was that this dismissal from service was illegal and unjustified. The management however contended that as the workman was guilty of misconduct and was, therefore, dismissed after holding an enquiry. On the respective statements of the parties the following issues were framed.

ISSUES

(a) Whether the domestic enquiry held against the workman was vitiated because of the reasons given by the workman in the statement of claim?

(b) If not to what relief are parties entitled?

3. After evidence was given on the aforesaid issue, tried as a preliminary issue, both parties were heard as per findings recorded on this issue on 2-7-1982 it was held that there was no validly held enquiry against the workman before the impugned order of dismissal was passed as a measure of

punishment. The management then prayed for an opportunity to prove the misconduct before this Tribunal. Accordingly the following additional issues were framed on 3-8-1982.

Additional Issues
Dated 3-8-1982.

- (a) Whether the management of Central Mine Planning and Design Institute proves that the workman Shri S. K. Maity was guilty of misconduct as alleged?
- (b) If so whether the services of the workman are liable to be terminated by an order of dismissal from service.

4. The management and the workman examined one witness each and relied on some documents which had been filed and tendered in evidence earlier. I have examined the evidence of both the parties and have come to the conclusion that the workman is not proved to be guilty of such serious misconduct so as to justify the order of his dismissal of service. My reasons for the aforesaid conclusion are as under :

5. The charge against the workman is that on and from 9-6-81 to 11-6-81 he refused to do and attend the work of road maintenance assigned to him by M.W. 2 V. K. Patwardhan office incharge of the camp and thereby committed breach of Clause 17(a) (c)(i) and (p) of the Company's Standing Orders. In his oral evidence the witness stated that like other Cat. I Mazdoor the workman was required to attend to road repairing, digging of pits and look after the general work in the stores. He further states that on 9th and 10th June, 1981 when he asked the workman to look after the patch work of the road in front of the office he did not comply with his orders. He therefore issued the notice Ex. M/1 for his explanation to which the reply of the workman was M/2. Lastly the chargesheet Ex. M/4 was served on the workman.

In the cross-examination the witness admitted that on 9-9-81 drilling was in progress in the Mahakali Colliery but the workman was assigned duty to do patch work on the public road. The workman was not supposed to look after the repairs of the public road. However his grievance was that even for that work, which was not a part of his normal duties of a colliery employees, no assistance was given to him. In his reply Ex. M/2 to the notice issued by M.W. 1 Patwardhan he specifically urged that no helper was given to him to do the road repairing work. It is evident from the statement of the workman (M.W. 1 Maity) that though employed as a Cat. I Mazdoor his services were utilised as a cook by one officer and thereafter on some pretext some charge was brought against him. The statement of the workman read as a whole gives a clear impression that though he had been doing and was even prayed to discharge the duties assigned to him, he could not do the road repairing work of a public road, and not the colliery road, because Shri Patwardhan did not provide the necessary help to him. The workman cannot in these circumstances, be held guilty of such serious misconduct so as to justify the extreme penalty of dismissal from service.

6. There is not an iota of evidence that the workman was habitually disobedient and avoided work. The evidence of the management does not establish any act of omission or commission of such gross misconduct which can be said to make the workman a wholly unsuitable employee of the management. If he did not work for these days (9th to 11th January, 1981) the management should not have paid him wages for these days. Such a non-payment would have been more than sufficient in this case. I, accordingly, am of opinion that since the workman did not work for these days he should lose his wages for these three days and should be reinstated with all back wages and other benefits of his employment.

Issue 1(a) (b) are accordingly answered as aforesaid.

In the light of the view taken and reasons given above the award is as under :—

"The management of the Central Mine Planning and Design Institute Nagpur was not justified in dismissing

their workman Shri S. K. Maity, Category I employee from service with effect from 20-6-81. The said workman shall be reinstated back in service on the post of Category I Mazdoor with all back wages and other benefits admissible to that post. The workman shall however be not paid his wages for 9th, 10th and 11th January as he had not worked on those days. This period of three days' absence shall be treated as spent on leave without wages".

In the circumstances of the case both the parties shall bear their own costs.

S. R. VYAS, Presiding Officer
[No L-18012(9)/81-D.IV(H)/D.III(B)]

New Delhi, the 3rd March, 1983

S.O. 1618.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the management of Messrs Associated Cement Companies Limited, Head Office Bombay and their workmen, which was received by the Central Government.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL
AT BOMBAY

Reference No. NTB-2 of 1981

PARTIES :

Employers in relation to M/s. Associated Cement Companies Limited, Bombay,

AND
Workmen.

APPEARANCES :

For the employer—Mr. F. N. Kaka, Advocate, with Miss Roshni Andhyarnjina.

For All India Cement Workers' Federation, Ammasandra—Mr. M. C. Narasimhan, Advocate.

INDUSTRY : Cement

Bombay, the 28th day of December, 1982

AWARD

The Government of India, Ministry of Labour, by order No. L—29011/6/81-D. III. B. dated 6th March, 1982, in exercise of the power conferred by Section 7B read with sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947) withdraw the proceedings pending before Shri Chintaman Tukaram Dighe, Presiding Officer, National Industrial Tribunal with headquarters at Bombay, which was referred to Shri C. T. Dighe under order No. L—29011/6/81-O. III(B) dated 19th March, 1981, of the Government of India, Ministry of Labour, as the services of Shri C. T. Dighe were no longer available, and constituted me as the National Industrial Tribunal with headquarters at Bombay for adjudication of an industrial dispute between the employers in relation to the management of M/s. Associated Cement Companies Limited, Head Office, Bombay, and their workmen represented by (i) Indian National Cement & Allied Workers' Federation, Bombay and (ii) All India Cement Workers' Federation, Ammasandra (Karnataka) in respect of the matters specified in the schedule mentioned below :—

SCHEDULE

"Keeping in view the demand of the workmen employed in various factories/quarries of M/s. Associated Cement Companies Limited, with head office at Bombay, for payment of bonus at 20 per cent of their wages/salary for the accounting year 1979-80, and the payment of bonus by the management at 8.33 per cent only, what should be the quantum of bonus/relief payable?"

2. The Associated Cement Companies Limited (hereinafter referred to as the "Company") has its registered and head office in Bombay. It appears from the written statement of the company that it owns and controls 17 Cement Works, Porbandar Special Products Works, Katni Firebricks and Pottery Works and other Units including branch offices, spread over various States of the Union of India. The statement of such Units of the company is at exhibit C-1. The present dispute arises out of the claim of the workmen for payment of bonus at 20 per cent of their salary/wages for the accounting year 1979-80. According to the company, there is huge deficit of Rs. 977.84 lakhs in the amount of 'available surplus' calculated under the provisions of the Payment of Bonus Act, 1965, as amended (hereinafter referred to as the "Act"). Moreover, according to the company, there is a set-off totalling Rs. 422.92 lakhs for the year 1976-77 to 1978-79. Therefore, according to the company only the statutory minimum bonus of 8.33 per cent became payable for the said accounting year which the company has already paid to all the eligible workmen employed at the company's various units. The company submitted that the demand of the workmen for the payment of bonus at 20 per cent for the accounting year 1979-80 is totally unjustified.

3. Indian National Cement and Allied Workers' Federation (hereinafter referred to as the "first Federation") by their say dated 6th April, 1981, informed the Tribunal that they have never asked the Government for adjudication of the bonus dispute for the workmen of the Company and that they, therefore, did not propose to participate in the proceedings.

4. The General Secretary of All India Cement Workers' Federation (hereinafter referred to as the "contesting Federation") filed the statement of claim contending, inter alia, as follows. During the past two years i.e. for—1978-79 and 1977-78 the management has not paid bonus strictly on the basis of the Act. The payment of bonus has been as follows :—

"For 1978-79—Rs. 225 ad hoc lumpsum, plus 8.33 per cent minimum bonus.

For 1977-78—Rs. 130 ad hoc lumpsum, plus 8.33 per cent minimum bonus."

In view of the past practice of paying bonus, on an alternative basis, different from the requirement of the Act, it would not be fair or proper for the management to insist on the payment of minimum bonus for the year 1979-80. Without prejudice to this contention, the contesting Federation submitted that if a proper calculation is made the workmen will be entitled to a higher amount of bonus than what has been paid by the management. Some items of "so called expenditure" in the profit and loss account (page 17 of the balance-sheet) have to be added back as they are either of a capital nature or otherwise not justified by the peculiar circumstances of the case. These items relate to repair (building and machinery Rs. 48.29 + Rs. 1442.43 lakhs), sub-contractors, charges (7.37 lakhs), charges paid to outside parties for machinery production (19.06 lakhs), advertisement charges (18.23 lakhs), donations and laboratory expenses. These, according to the contesting Federation, are some of the items to be added back. If the add back items are kept in view, the workmen's demand for higher bonus will have to be conceded. So far as the expenditure was concerned, it was stated that the officers have been paid additional emoluments for 1979-80 which will be more than 8.33 per cent of bonus. It was, therefore submitted that it would be discriminatory to impose a ceiling at 8.33 per cent of wages to the workmen. It was then stated that the management of the Company have several units and branches. Even different types of industries appear to be under the employer. Under the circumstances, it was contended, that the accounts for the purpose of determination of bonus cannot be on the basis of the combined balance-sheet; it has to be on the basis of the balance-sheet of each individual unit/establishment or branch. The basis sought to be adopted by the management was stated to be wrong and untenable. In view of these submissions, it was prayed that an award be passed allowing the claim of the workmen and directing the management to pay bonus at 20 per cent for the year 1979-80 to all the workmen.

5. The company in its rejoinder to the statement of claim filed by the contesting Federation pleaded as follows. The Company denied the allegations made by the contesting Federation that during the two years the company had not paid bonus "strictly on the basis" of the Act. The company denied that the payment of bonus for the accounting year 1978-79 was Rs. 225 ad hoc lump sum amounts, plus 8.33 per cent minimum bonus. There was similar denial in respect of the accounting year 1979-80. The Company pleaded that it paid bonus strictly under the provisions of the Act for the said two accounting years and only the minimum bonus of 8.33 per cent was payable under the provisions of the Act the said minimum was paid. It was pointed out that for the accounting year 1978-79 there was a settlement between the Company and the first Federation. In terms of the said settlement the parties had agreed that according to the computation of bonus under the provisions of the Act for the said year, there was a deficit in the amount of available surplus and, therefore, only the minimum bonus of 8.33 per cent was payable to the workmen. The Company had paid an ad hoc lump sum amount of Rs. 225 for the said accounting year under the settlement dated 12-12-1979, with the first Federation, in consideration of the workmen and the Unions having maintained cordial industrial relations throughout the year and having maintained a reasonable level of production despite several external constraints. It was pleaded that this ad hoc lump sum amount was given as a very special case and without setting any precedent for future. Similarly, it was alleged, the company had paid an ad hoc lump sum amount of Rs. 130 for the accounting year 1977-78 as a special case, under the settlement dated 19-3-1979. The Company denied that there was a past practice of paying bonus on an alternative basis different from the requirements of the Act. It reiterated that it has paid bonus strictly in accordance with the provisions of the Act and the ad hoc lumpsum amount paid for the two accounting years would not be deemed to be bonus on an alternative basis different from the requirements of the Act. The Federations of the workmen were informed by the Company that as the production as well as profitability for the accounting year 1979-80 were extremely poor there was no justification for payment of any ad hoc lump sum amount.

6. The Company denied the contention of the contesting Federation that some items of the expenditure shown in the profit and loss account (page 17 of the balance-sheet) have to be added back. It was denied that those items were of capital nature or otherwise not justified by the peculiar circumstances of the case. It was alleged that items relating to repairs of building and machinery, sub-contractors charges, charges paid to outside parties for machinery production, advertisement charges and laboratory charges were all expenses of revenue nature. It was further alleged that the Company has added back donations which are not admissible for Income-tax purposes. It was denied that the officers of the Company had been paid additional emoluments for 1979-80 which will be more than 8.33 per cent of bonus. It was alleged that the officers had not been paid any additional emoluments for the said accounting year. It was stated that the contesting Federation had not indicated how the figures of depreciation and investment allowance were incorrect. It was stated that the depreciation shown in the computation of available surplus for the relevant accounting year had been worked out as provided under Section 32 of the Income-tax Act, 1961. It was further stated that the investment allowance had not been deducted in arriving at the available surplus, as in absence of assessable profits, the Company was not entitled to claim the allowance for the year. The Company, therefore, denied that the workmen were entitled to a higher rate of bonus than the minimum statutory bonus under the Act.

7. As regards the maintenance of accounts, the Company stated that it has all throughout prepared one profit and loss account and balance-sheet for all its varied activities in different parts of the country and, therefore, the contention of the contesting Federation that the combined balance-sheet and profit and loss account cannot be the basis for computing bonus is devoid of any substance and is opposed to the provisions in Section 3 of the Act. The company, therefore, prayed that the demand of the workmen for payment of bonus at 20 per cent be rejected.

8. At the hearing of this reference no oral evidence was led on behalf of the contesting Federation nor any documentary evidence was produced. On behalf of the management, one witness V. M. Kasbekar (CW-1), holding the office of Manager, Financial, Planning and Control, since 1980, was examined.

9. Now, coming to the documents, the management has filed the statement giving names and addresses of all the Units of the Company at different places in India. That statement is marked as exhibit C-1. At exhibit C-2 is the Auditors' report for the accounting year 1978-80. It contains the balance-sheet and profit and loss account for the year. At exhibit C-3 the management has filed the computation of gross profits for the relevant accounting year as per Second Schedule of the Act showing gross profits for the purpose of bonus at Rs. 398.40 lakhs. It is supported by various statements annexed to the main statement exhibit C-3. Along with exhibit C-3 there is a statement showing the computation of available surplus for the relevant year. It shows the sums deductible under Section 6 of the Act. In this statement, the amount of depreciation deductible under Section 6 of the Act is shown as Rs. 947.83 lakhs. Further amount of Rs. 117.97 lakhs is deducted being the amount of allowance in respect of scientific research under Section 35 of the Income-Tax Act, 1961. After deducting various amounts from the gross profits worked out under Section 4 of the Act there is shown available deficiency in the sum of minus Rs. 977.84 lakhs.

10 We have at exhibit C-7 the settlement dated 24th December, 1979, under Section 2(P), 18 & 19 of the Industrial Disputes Act, 1947, with the contesting Federation under which the parties had agreed that for the accounting year 1978-79 there was a deficit in the amount of allocable surplus and, therefore, only the minimum bonus was payable to the workman. Exhibit C-8 is a settlement with the contesting Federation of the same date under which the management agreed to pay "as a very special case and without setting any precedent for future" an ad hoc lump sum amount of Rs. 225 to the workmen employed by the Company at its Cement Works for the accounting year 1978-79. There is at exhibit C-6 the settlement with the first Federation under which the Company agreed to pay "as a very special case and without setting any precedent for future" an ad hoc lump sum of Rs. 225 to the workmen for the accounting year 1978-79. Both the Federation viz., the contesting Federation as well as the first Federation signed an agreement with the Company under which the Company paid for the accounting year 1977-78 an ad hoc lump sum amount of Rs. 130 as a special case and without setting any precedent to the workmen. It will appear from these various settlements that the Company had paid ad hoc lump sum amounts to the workmen for the two years viz., 1977-78 and 1978-79, as a special case and without setting any precedent for future. One of the points raised in the statement of claim on behalf of the contesting Federation was that during the past two years the management had not paid bonus "strictly on the basis of Payment of Bonus Act, 1965", and that, therefore, there was no valid reason why the workmen should be confined to only 8.33 per cent of wages as bonus for the relevant year i.e. 1979-80. This point, however, was not pressed at the time of hearing as the settlements referred to above contain the stipulation that the ad hoc lump sum was paid in these years as a special case and without setting any precedent for future.

11. The first contention urged on behalf of the contesting Federation was that the management of the Company has admittedly several Units and branches. Different types of industries were carried on by the management. The accounts, for the purpose of determination of bonus could not, therefore, be on the basis of the combined balance-sheet. The accounts should be on the basis of the balance-sheet and profit and loss account of each individual unit/establishment or branch. It has come in the evidence of CW-1, Kasbekar that the company has only one balance-sheet and profit and loss account for all the units; that the bonus has been paid in the past on the basis that all the units formed one establishment. Kasbekar stated in para 24 of his deposition that the activities of the Company are to manufacture and sell various types of cement, refrigerators, granulated fertilizers, manufacture of cement making machinery and to sell the

same; to manufacture and sell other types of machinery required in mining and chemical and other industries Kasbekar stated that broadly stating the Company is engaged in cement manufacture, its sale and in manufacturing machinery for various industries. The witness admitted that Cement Wage Board's recommendations covered the workmen engaged in manufacture of cement only. He stated that he did not know exactly whether these recommendations applied to the Engineering portion of the Company's activities. It was admitted by Kasbekar that for manufacturing machinery they have got a separate factory at Madukkari. Kasbekar replied in the affirmative when he was asked whether accounts for manufacturing of cement and manufacturing of machinery were separately kept. He stated that costing is done in respect of each of the cement factories. He stated that for this purpose also the accounts are separately kept at each factory so far as production is concerned. Kasbekar, however, repudiated the suggestion that the accounts were kept at each factory from financial point of view. A suggestion was made to him in the cross-examination that costing cannot be done unless the financial aspect of each factory was taken into account. Kasbekar replied in the affirmative. He, however, denied that the accounts were maintained separately at each factory even for the purpose of bonus. He added that the balance-sheet at exhibit C-2 was in respect of the manufacture of cement and also in respect of engineering side.

12. Replying upon the said material, Mr. Narasimhan, the learned counsel for the contesting Federation, submitted that the provisions in Section 3 of the Bonus Act were not available to the Company. Section 3 of the Act reads as follows :—

"Establishments to include departments, undertakings and branches.—Where an establishment consists of different departments or undertakings or has branches, whether situated in the same place or in different places, all such departments or undertakings or branches shall be treated as parts of the same establishment for the purpose of computation of bonus under this Act ;

Provided that where for any accounting year a separate balance-sheet and profit and loss account are prepared and maintained in respect of any such department or undertaking or branch, then such department or undertaking or branch shall be treated as a separate establishment for the purpose of computation of bonus under this Act for that year, unless such department or undertaking or branch was, immediately before the commencement of that accounting year treated as part of the establishment for the purpose of computation of bonus."

Mr. Narasimhan submitted that "establishment" contemplated by Section 3 of the Act is not the same thing as a company. The word "establishment" he submitted, has legal significance. "Establishment", according to Mr. Narasimhan, means an establishment at a particular place having different departments and undertakings at the same place. It was also submitted by Mr. Narasimhan that this Company carried on more than one industry. Those industries were not inter-dependent. Test of functional integrity was not applicable in their cases. There may have been unity of management and unity of finance, but there was no unity of employment. The conditions of service of the workmen in different industries or activities carried on by the Company were different. Mr. Narasimhan urged that the Company, therefore, could not deprive the workmen of the provisions of the Act, by maintaining a combined balance-sheet and profit and loss account.

13. Mr. Kaka, the learned counsel for the company, submitted that on the basis of the terms of reference the question whether the Company should have maintained separate balance-sheet and profit and loss account does not arise. There was no demand that the bonus should be calculated on the basis that there were separate accounts maintained at various Units. Mr. Kaka also submitted that the demand of the workmen for bonus was on the basis that there was only one establishment. I think, this submission deserves to be accepted. The other aspect of the matter is whether separate accounts are maintained at various Units. It is true that Kasbekar stated in his deposition that accounts for manufacturing of cement and manufacturing of machinery are separately kept. He also submitted that accounts are kept at each factory so far as

production is concerned. He, however, denied the suggestion that the accounts are kept at each factory from financial point of view. There is no material to hold that separate balance-sheet and profit and loss accounts are prepared and maintained at various Units. I, therefore, find that there is no merit in the contention raised on behalf of the contesting Federation that the payment of bonus has to be made on the basis of the accounts maintained at each individual Unit.

14. The next contention urged on behalf of the contesting Federation was that the depreciation amount shown in the bonus calculation statement is not correct. We have a statement 'E' annexed to the settlement of computation of available surplus, exhibit C-3. In that statement depreciation to be deducted under Section 6 of the Act being the depreciation allowable under Section 32 of the Income-Tax Act is shown at Rs. 947.83 lakhs. It is urged on behalf of the contesting Federation that this amount of depreciation is not proved by the Company. Reliance is placed upon the decision of the Supreme Court in the case of Metal Box Co. of India Ltd. v. Their Workmen (1969 1 L.L.J. 785). It is observed in this case that mere production of certificate by the Auditors is not sufficient when the correctness of the amount of depreciation is disputed by the workmen. It was observed that the employer should adduce some reasonable proof of the correctness of the depreciation figure claimed by it.

15. Now, the witness for the Company, Kasbekar, has stated in para 3 of his deposition that uptill 1968 depreciation has been provided in the books of accounts on the written down value basis and thereafter on the straight line basis. He has further stated that the depreciation in the profit and loss account at page 15 at item No. 3 in the Auditors' report exhibit C-2, is not the depreciation allowable under the Income-Tax Act. The witness stated that the depreciation shown in statement 'E' is the depreciation allowable under Section 32 of the Income-Tax Act. He further stated that the item shown as "allowance in respect of scientific research" is also a depreciation and it is allowable under the Income-Tax Act. The witness stated that the statement viz., computation of available surplus filed at sr. No. 3 (ex. C-3) with Company's list of documents dated 25th September, 1981, is certified by the Auditors. In his cross-examination the witness stated that the Auditors have not issued the certificate specifically in respect of the depreciation. However, he added that the statement-E annexed to exhibit C-3 is certified by the Auditors. The witness in reply to a further question in the cross-examination stated that he knew personally how the Auditors have arrived at those figures shown in the statement-E. He stated that he was present when the Auditors incorporated the amount of depreciation in statement-E. The witness went on to say that statement-E was prepared sometime in March, 1981. He stated that he prepared the statement-F. A suggestion was made to the witness that the Auditors simply certified it. The witness stated that it was not so. According to him, the Auditors certified the statement-E after they went through the records and checked the statement.

16. Mr. Narasimhan submitted that the Company has not proved the amount of depreciation. According to him, in the light of the observations of the Supreme Court in the case of Metal Box Company of India (supra) the Company cannot rely upon mere Auditors' report.

17. After the evidence of witness Kasbekar was over and before arguments in this reference were resumed I put certain questions to the witness Kasbekar. I asked him to tell broadly how the figure of depreciation amounting to Rs. 947.83 lakhs was worked out. The witness stated :—

"We have got various types of assets like buildings, plant and machinery, electric installations, road, bridges, furniture, motor-cars, etc. The rules framed under Section 32(1) of the Income-Tax Act lay down various rates of depreciation with regard to each asset. We start with the written-down value of the existing asset under each accounting head of the asset. To that we add whatever assets are purchased during the year which gives the total value on which the depreciation is to be calculated."

The witness stated that the value of the assets on which the depreciation was calculated will be found on page 22 of the

Auditors' report, exhibit C-2. He clarified that the depreciation was calculated on all the items mentioned at page 22 under "fixed assets" except items No. 1 to 3. Kasbekar was further cross-examined by Mr. Narasimhan for the contesting Federation on the statements made by Kasbekar in reply to my questions. In that cross-examination he stated, inter alia :—

"From the balance-sheet we do not get the figures of depreciation actually claimed in statement-E. The details of the depreciation claimed can be found from the records of the Head Office. The details of actual working of the depreciation are not prepared by me. It is not true that the figure of depreciation shown in statement-E is not correct."

In re-examination by Mr. Kaka he stated that he checked the figures of depreciation worked out in the office. In reply to a question by the Tribunal the witness stated that he checked those figures when he prepared statement-E. He made it clear that statement-E was prepared by him and that the Auditors checked it.

18. The question for consideration is whether on the material appearing on record and on the oral evidence of the witness Kasbekar for the Company the amount of depreciation can be said to have been proved.

19. Mr. Kaka submitted that calculation of depreciation for the purpose of Section 32(1) of the Income-Tax Act is a question of mere mechanical calculations. He pointed out that Kasbekar has stated about the calculations worked out in the office. It was, according to Mr. Kaka for the contesting Federation to ask the Company to produce those calculations, if they required the same. Mr. Kaka further pointed out that the statement-E was certified by the Auditors of the Company as will be seen from the certificate of the Auditors appended to exhibit C-3. It is true that the depreciation cannot be held proved on the basis of Auditors' certificate alone. However, the Company has examined witness Kasbekar and what is stated by him in his evidence is in my opinion sufficient to furnish reasonable proof about the depreciation claimed by the Company. In the case of Metal Box Company of India (supra) there was no evidence at all adduced on behalf of the Company to prove the depreciations. Varma, who was examined for the Company in that case was not concerned with preparation of the calculations on which the depreciation amount was passed. In the instant case, however, Kasbekar who is an officer was actually concerned with the preparation of statement-E and with checking the calculations. There is no dispute about the expenses in respect of scientific research to the extent of Rs. 117.97 lakhs which is also as stated by the Company's witness, depreciation. I find that the amount of depreciation shown in statement-E is proved and can be accepted for the purpose of computation of bonus. It may be mentioned incidentally that even if it is held that the Company has failed to prove any amount on account of depreciation there would not be available surplus. Still there will be available deficiency of minus Rs. 120.03 lakhs. Besides, there is heavy set off in the previous three years. The workmen, therefore, will not be entitled to any more amount than the minimum amount of bonus permissible under the Act.

20. The next point urged by Mr. Narasimhan for the contesting Federation is that some items of expenditure shown in the profit and loss account (page 17 of the balance-sheet, exhibit C-2) have to be added back as they are either of a capital nature or otherwise not justified by the peculiar circumstances of the case. These items, it is stated, relate to repairs to buildings and machinery, other items challenged and stated in para 3 of the statement of claim. Now, these items are shown in the profit and loss account. However, the profit and loss account does not expressly say that the expenditure on these items is of capital nature. It is submitted by Mr. Narasimhan that it is not proved that the expenditure on the items challenged is of revenue nature.

21. In support of his submission that the expenditure incurred over the impugned items must be of capital nature Mr. Narasimhan pointed out that the amount expended on repairs is very substantial as compared to the value of the property

concerned. For example, he pointed out that the total value of the machinery as seen from the balance-sheet is approximately Rs. 90 crores and the amounts spent on their repairs is nearly Rs. 15 crores. Similarly, he pointed out that the value of the buildings is nearly Rs. 20 crores and the amounts spent over the buildings repairs is nearly Rs. 48 lakhs. According to Mr. Narasimha, these huge amounts spent indicate that the expenses incurred must be of capital nature.

22. As against this, Mr. Kaka for the Company, pointed out that the witness for the Company, Kasbekar has positively stated that all the expenses are of revenue nature. He further submitted that no particulars were called from the Company on the basis of which the contesting Federation could have, if their case were true, made out the case that the expenditure or some part of it was of capital nature. Mr. Kaka also stated that the Federation could have, with the permission of the Tribunal, asked for inspection of the relevant documents of the Company in their attempt to prove that the expenditure was of capital nature. In view of this position, Mr. Kaka submitted that the Federation has not adduced any evidence to show that the expenditure was of capital nature and, therefore, the evidence of the Company's witness should be relied upon. According to Mr. Kaka, no inference should be drawn from the fact that substantial amounts spent over repairs that the expenses incurred were of capital nature. According to Mr. Kaka some of the property had become old and, therefore, the Company must have been required to spend substantial amount over repairs. It was elicited in the cross-examination of Kasbekar that Income-Tax assessment for 1979-80 has not yet been completed. Kasbekar admitted that if the expenditure claimed is not of a revenue nature and is of capital nature such expenditure is dis-allowed by the Income-Tax authorities. A question was asked to Kasbekar in the cross-examination to the effect that till the Income-Tax assessment was completed he could not say that the impugned items of expenditure shown at page 17 of the balance-sheet and referred to in his examination-in-chief could not be stated to be either of revenue or capital nature. Kasbekar replied that in none of the previous years the Income-Tax authorities have dis-allowed any part of the expenditure shown by the Company on these items.

23. Kasbekar examined for the Company has emphatically stated on oath that the expenditure on the impugned items was of revenue nature. There is no material brought on record to falsify or cast doubt on his statement. I, therefore, find that the expenditure incurred on the impugned items cannot be held to be the expenditure of capital nature.

24. No other point was urged at the time of hearing of this reference against the computation of bonus prepared by the Company. I, therefore, hold that the contesting Federation has failed to substantiate the demand for payment of bonus at 20 per cent of their wages/salary for the accounting year 1979-80 and the payment of bonus by the management at 8.33 per cent only is justified.

25. In the result, the reference will have to be answered by holding that the workmen are not entitled to more bonus than the minimum amount of bonus permissible under the Act, for the accounting year 1979-80.

26. My award accordingly. No order as to costs.

M. D. KAMBLI, Presiding Officer
National Industrial Tribunal.
Bombay.

[No. L-29011/6/81-D.III(B)]
S. K. BISWAS, Under Secy.

ई बिस्वो, 5 मार्च, 1983

का.आ. 1619.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एन.आई.टी. 6 मार्च, 1983 को उस तरीके के रूप में नियत करती है, जिसमें उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के विषय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उप-धारा (1) और धारा 77, 78, 79

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और 81 के विषय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध मध्य प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात्:—

“नीमच तहसील तथा मंडसौर जिले में नीमच को नगर पालिका सीमाओं के अन्तर्गत आने वाले क्षेत्र।”

[संख्या एम०-35013/3/83-एच०आई०]

New Delhi, the 5th March, 1983

S.O. 1619.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 6th March, 1983 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Madhya Pradesh namely:—

“The areas comprised within the Municipal limits of Neemuch in Tehsil Neemuch and District Mandsaur.”

[No. S-38013/3/83-III]

का. आ. 1620 :—मैसर्स दि भारतीय एगो-इण्डस्ट्रीज फाउण्डेशन, कामधेनु, सनापती बापत मार्ग, पुना-411018 (महाराष्ट्र/15684) और इसकी शाखाएँ जो कि अधिनियम के अन्तर्गत स्वतन्त्र रूप से नहीं जाती हैं (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहयुक्त बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञा है ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशामन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदेय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस वृद्धि में संदेय होती, जव वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय

तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/310/82-पी.एफ.-2]

S.O. 1620.—Whereas Messrs The Bhartiya Agdo-Industries Foundation, Kamdhenu, Sanapati Bapat Marg, Poona-411016 (MH/15684) and its branches which are not covered independently under the Act (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of

the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(310)/82-PF. II]

का.आ. 1621 :—मैसर्स हिन्द सॉज वर्कशाप, दि लोअर मिल पटियाला (पंजाब) (पंजाब/3584) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1978 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुश्रेय है ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना,

बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त पंजाब के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना धृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय

व्यवस्था से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से दीयाकृत रकम प्राप्त होने के तुरंत दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/22/83-पी. एफ. -2]

S.O. 1621.—Whereas Messrs Hindsons Workshop, The Lower Muli Patiala (Punjab) (PN/3584) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab

and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(22)/83-PF. II]

क्रा. आ. 1622 :—मैसर्स राजस्थान स्टेट इण्डस्ट्रियल डेवलपमेंट एण्ड इन्वेस्टमेंट कारपोरेशन लिमिटेड, तिलक मार्ग, जयपुर (राजस्थान/1475) (जिसे इसमें इसकी पश्चात् उक्त स्थापन- कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसकी पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसकी पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3-क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संचाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संचाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केंद्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भाष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम गुरुत्न दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संबत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संचय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संचय होती, जहां वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संचय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना था, के अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संचय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संचाय में किए गए किसी व्यक्तिगत की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संचाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संचय

नियमता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर स्निष्ट करेगा।

[संख्या एस-35014/23/83-पी एफ.-2]

S.O. 1622—Whereas Messrs Rajasthan State Industrial Development and Investment Corporation Ltd., Tilak Marg, Jaipur (R1/1475), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme),

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(23)/83-PF. II]

का. अ. 1623 :—मैसर्स राजस्थान कोऑपरेटिव स्पिनिंग मिल्स लि., गुलाबपुरा, भीलवाड़ा (राजस्थान/1775) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुमुखी भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी दायित्व आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संवेय होती, जय वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविशेष अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संशय तत्परता से और प्रत्येक दश में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर मुनिश्चित करेगा।

[संख्या एस-35014/24/83-पी.एफ.-2]

S.O. 1623.—Whereas Messrs Rajasthan Co-operative Spinning Mills Ltd., Gulabpura, Bhilwara (RJ/1775), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(24)/83-PF. II]

फा०आ० 1621.—मैसर्स हिन्दुस्तान जिक निमिटेड, 6-न्यू फतेहपुरी, उदयपुर (राज/1272) (जिसे इसमें इसके पश्चात् उक्त धारा कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन, के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आगुस्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, धिवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाग, लेखाओं का अन्तर्गण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाधन आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है, जो कर्मचारी की उस दशा में संवेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों की प्रतिकर के रूप में दोनों रकमों के अन्तर को बराबर रकम का संदाय करेगी।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुस्तक अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट यह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट यह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत गवस्तों के नामनिर्देशितों या विधिक वारिसों, जो जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अस्तित्व होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संवत् में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर उसके हक्कदार नाम निर्देशितों/विधिक वारिसों की बीमाकृत रकम का संदाय गवस्तों से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सन्तुष्टि के भीतर सन्तुष्टि करेगा।

S.O. 1624.—Whereas Messrs Hindustan Zinc Limited, 6 New Fatehpura, Udaipur (RJ/1272), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance

Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(25)/83-PF. II]

क्र० आ० 1625—मैमर्स प्रेमियर्स मिल्स, लिमिटेड, ओथाकालमन्डोपम, त्रिचपुर कोयम्बतूर-641032 (तमिलनाडु/240-ए) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उद्देश्य अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रश्नों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियां का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गत निरीक्षण प्रश्नों का सन्दाय आदि भी है, होने वाले सभी ध्वयों का बहन नियोजक द्वारा किया जाएगा ।

1. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संवेद्य होती, जब वह उक्त स्कीम के अधीन होगा तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रह की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वशा में उन मूल सदस्यों के नाम निर्देशिनियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मात दिन के भीतर सुनिश्चित करेगा ।

[संख्या एस-35014/20/83-पी० एफ०-2]

S.O. 1625.—Whereas Messrs Premier Mills Limited, Othakalmandopam P.O. Coimbatore-641032 (TN/240-A), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) :

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the

Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(20)/83-PF. II]

का०आ० 1626.—मैसर्स होटल रामबाग प्लेस, भवानी सिंह मार्ग, जयपुर (राज/166) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किमी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सवध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियाँ भेजेगा और ऐसी लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक साल की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पक्षधर है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के गवस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

SCHEDULE

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए, सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन मंदाय रकम उस रकम से कम है, जो कर्मचारी को उस वृद्धि में मंदाय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है ना, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययक्रम की वृद्धि में उन मृत सदस्यों के नाम निर्देशिनियों या विधिवक वारिसों, को जो यदि यह छूट न की गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशिनियों/विधिवक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वृद्धि में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के साथ वित्त के भीतर मुनिश्चिन करेगा।

[संख्या एम० 35014/21/83-पी० एफ०-2]

S.O. 1626.—Whereas Messrs Hotel Rambagh Place, Bhawani Singh Marg, Jaipur (RJ/166), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not reasons covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(21)/83-PF. II]

का० आ० 1627.—मैसर्स तमिलनाडु स्माल स्केल कारपोरेशन लि०, श्रीमस रोड, मद्रास-6 (तमिल नाडु/7626) (जिसे हमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हा गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का मन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे है और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल है जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे हमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपायबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण भारों का प्रत्येक-माम की समाप्ति के 15 दिन के भीतर मन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का मन्दाय लेखाओं का अन्तरण, निरीक्षण प्रभागों का सन्ध्या आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की एक प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर हम स्कीम के अधीन संदेय रकम उस रकम में कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशनी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देते में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुक्ति-युक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रह की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पालिसी को ब्यवगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिश्रम की दशा में उन मृत सदस्यों के नाम निर्देशनियों या विधिक वारिसों की जो यदि, यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नाम निर्देशनियों/ विधिक वारिसों को बीमाकृत रकम का संदाय नम्बरता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम में बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा ।

[संख्या एस० 25014/17/83-पी०एफ० 2]

S.O. 1627.—Whereas Messrs Tamil Nadu Small Scale Industries Corporation Limited, Creams Road, Madras-6 (TN/7626) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the S-schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(17)/83-PF. II]

का० आ० 1628—सैमर्स के० एल० राठी स्टील लिमिटेड, 3-ए, बन्धना, 11, टाउनस्टाय मार्ग, नई दिल्ली-110001 (ई/डीएल-3554) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) के कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्म-

चारी विशेष सहस्रद्व बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सभ्य में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्रिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मामला की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निर्रिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्वयण, निरीक्षण प्रभागों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बायत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदस्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि को जाने की व्यवस्था करेगा, जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदस्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संशय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निदेशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संशय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम को, जिसे स्थापन पहले चला चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त

हाने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिकारियों को जो यदि यह, छूट न रद्द गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संघ में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिकारियों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एन-35014/18/83-पी.एफ.-2]

S.O. 1628.—Whereas Messrs K. L. Rathi Steel Limited, 3-A, Vandhana, 11, Tolstoy Marg, New Delhi-110001 (E/DL-3554) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay neces-

sary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(18)/83-PF. II]

कां०आ० 1629—महर्षि प्रेमियर लिमिटेड, बेलगुवा, बंगलूर पो० ओ० (मिल नं०/12186) (जिस इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसमें इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसमें इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उक्त अनुज्ञेय हैं,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाय उक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु को ऐसी विवरणियां भेजेगा और ऐसी लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।
2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मान की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।
3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।
4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-गट्ट पर प्रदर्शित करेगा।
5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहने ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।
6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बहाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमेय हैं।
7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है, जो कर्मचारी को उस वृत्ति में संवेद्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशियों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।
8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।
9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।
10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियम करें, प्रीमियम का सन्दाय करने से अमफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।
11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की वृत्ति में उन मृत सदस्यों के नाम निर्देशियों या विधिक वारिसों

की जो यदि यह, तब न हो सकती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशियों विधिक वारिसों को श्रीमाकृत रकम का सन्दाय तत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से श्रीमाकृत रकम प्राप्त होने के माल दिन के भीतर सुनिश्चित करेगा।

[संक्रा.सं. 35011/19/83-पी.ए.क.०-2]

S.O. 1629.—Whereas Messrs Premier Mills Limited, Belathur, Bagalur P.O. (TN/12186), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.
2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.
3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.
4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.
5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.
6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.
7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that

would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(19)/83-PF. III]

क्र०आ० 1630.—सैमर्स हुकम चल्ड मिल्स लि०, पो० बाक्स नं० 107, इन्वॉर-451001, मध्य प्रदेश (मध्य प्रदेश/1 एण्ड 1 ए), जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (क) के अधीन छुट्टि देने आदि के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष महबूद बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, इसमें उपावृद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छुट्टि देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रक्षक तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिनके अन्तर्गत लेखाधर्मी का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाधर्मी का अन्वयण, निरीक्षण प्रभारी का सन्दाय आदि भी हैं, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, सब उस संशोधन की प्रति तथा कर्मचारियों की बहुत संख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छुट्टि प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आयुक्त प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है, जो कर्मचारी को उस वृत्ति में संवेद्य होती, जब वह उक्त स्कीम के अधीन होता, तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशित की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत शारीर्य के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सन्दाय करने में असमर्थ रहता है और पालिसी को व्यपगत हो जाने दिया जाता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्काय नामनिर्देशितियों/विधिक वारिसों की बीमाकृत रकम का सन्दाय तत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

S.O. 1630.—Whereas Messrs The Hukamchand Mills Ltd., P.B. No. 107, Indore-452001, Madhya Pradesh (MP/1 & 1A) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

[No. S-35014(13)/83-PF. II]

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc, shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reasons, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits of the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc, within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

का०शा० 1631.—मैसर्स प्रीमियर मिल्स लिमिटेड, सेन्ट्रल आफिसर कोयम्बतूर-641018 (समिलनाडू/240-बी) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (1) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक भविष्य या प्रीमियम का सहाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निरक्षर सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभव है,

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवर्तनकर्तव्य का पालन करते हुए और इससे उद्भावित अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन का तीन वर्ष की अवधि के लिए उक्त स्कीम के तर्ज उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संघ में नियोजक प्रादेशिक भविष्य निधि आयुक्त समिलनाडू की तर्ज विवरणियाँ भेजना और तैम निष्पत्ति तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रसारों का सन्दाय आदि भी है, होने वाले तर्ज व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा तथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या का भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थान में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6 यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूहिक रूप से वृद्धि की जाने की व्यवस्था करेगा, जिसे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इन स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिभूति के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि अथवा तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जायगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9 यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम के बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/15/83-पी०एफ-2]

S.O. 1631.—Whereas Messrs Premier Mills Limited, Central Office, Coimbatore-641018 (TN/240-B) (hereinafter referred to as the said establishment) have applied for exemption sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees

than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as 'the said Scheme');

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamilnadu maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamilnadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9 Where, for any reason, the employees of the said establishment, do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of

assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(15)/83-PF. II]

का० आ० 1632.—मैसर्स प्रेमियर मिल्स लिमिटेड, पो० वास्स नं० 3766, ए० टी० डी० स्ट्रीट, कायम्बतूर-641018 (तमिल नाडु/240) (जिसे हमें इसके पश्चात् उक्त स्थापन कहा गया है) के कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (1) के अधीन छूट दिए जाने के लिए आवेदन किया है,

आर केन्द्रीय सरकार का समाधान हुआ गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाप या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम के सामूहिक बीमा स्कीम को धर्चन जैसन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश सहज बीमा स्कीम, 1976 (जिसे हमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु को ऐसी विवरणियां भेजें और ऐसे लेखा रखें तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेंगे जो केन्द्रीय सरकार, समय-समय पर निविष्ट करें।

2. नियोजक, इस निरीक्षण प्रसारों का प्रत्येक मास को समाप्ति के 15 दिन के भीतर संदाय करेंगे जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निविष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का कारण निरीक्षण प्रसारों का सहाय आदि भी है, होने वाले सभी व्ययों का बहान नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुलता की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेंगे।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन के भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेंगे और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेंगे।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को

उपलब्ध फायदों में समुचित रूप से वृद्धि की जानी व्यवस्था करेंगे, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन-संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में मंदरा होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नाम निर्दिष्टनी का प्रतिकर के रूप में दाता रकमों के अंतर के बराबर रकम का संदाय करेंगे।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम को, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त हानि का फायदे किसी रीति में कम हो जाते हैं, तो वह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पाठिसी का व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम का संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्दिष्ट शक्तियों या विधिवत वारिसों को जो यदि वह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसकी हकदार नाम निर्दिष्ट शक्तियों/विधिवत वारिसों को बीमाकृत रकम का संदाय उत्तरदायित्व में और प्रत्येक दशा में भारतीय जीवन बीमा निगम में बीमाकृत रकम प्राप्त होने के मात बिना के भीतर सुनिश्चित करेंगे।

[नं० एस-35014/18/83-पी०एफ-2]

S.O. 1632.—Whereas Messrs Premier Mills Limited, P. B. No. 3766, A.T.D. Street, Coimbatore-641018 (TN/240), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

नई दिल्ली, 8 मार्च, 1983

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(16)/83-PF. II]

का० आ० 1633—मैसर्स जयपुर गोलडन ट्रान्सपोर्ट कंपनी, आगरा रोड, जयपुर (राजस्थान/632) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निरोप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उठे अनुमेय है ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाय उक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरंत दर्ज करेगा और उसकी बाधन आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम

के अधीन होता तो, नियोजक कर्मचारी के विविध वारिस/नाम निर्देशितों को प्रतिफल के रूप में दाना रकमा के अन्तर के वगैरह रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन ने कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का, मुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उम सामूहिक बीमा स्कीम के, जिसे स्थापन पत्रों में अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाने हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उम नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संवाय करने में असफल रहता है, और पॉलिसी वो व्यंगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिरिक्त की वशा में उन मृत सदस्यों के नामनिर्देशितों या विधिवत वारिसों का जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिवत वारिसों की बीमाकृत रकम का सदाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एम०-35014(29)/83-पी०एफ०-2]

New Delhi, the 8th March, 1983

S.O. 1633.—Whereas Messrs Jaipur Golden Transport Company, Agia Road, Jaipur (RJ/632) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under

clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No Amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme or the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(29)/83-PF, II]

क्र० अ० 1634—मैसर्स जागरूक वैन व्हेनली लि०, 14 इण्डस्ट्रियल एस्टेट, आगरा-282006 (उ० प्र०/4102) (जिसे इसमें इसने पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसने पश्चात्

उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सत्रवद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुमेल्य है ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास को समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की पूर्ण पंति, और जब सभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रुति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उच्च अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम नुग्न दर्ज करेगा और उसकी वांछन आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संचाल करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुमेल्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संचाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया

जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिमय अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम में, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संचाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संचाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संचाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संचाय तत्परता से और प्रत्येक दश में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस० 35014/30/83- पी० न०-2]

S.O. 1634.—Whereas Messrs Agra Chain Company Ltd., 14 Industrial Estate, Agra-282006 (UP/4402) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and

when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S.35014(30)/83-PF.II]

कॉ.आ० 1635.—मैसर्स भीलवाड़ा प्रोपर्टी लिमिटेड, 16, मण्डपाम, भीलवाड़ा राजस्थान/2807) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना श्री, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्र बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उक्त अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध

अनुसूची में निर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देनी है।

अनुसूची

1. उक्त स्थापन के मध्य में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक ऐसे निरीक्षण प्रभावों का प्रत्येक मास की मर्यादित 15 दिनों के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अस्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभावों का सन्दाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी का मृत्यु पर इस स्कीम के अधीन गयेय रकम उस रकम से कम है, जो कर्मचारी को उस वृत्ति में संवेद्य होती, जब वह उक्त स्कीम के अधीन होता था, नियोजक कर्मचारी के विधिक शक्ति/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हों, वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविध्युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उक्त नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सन्दाय करने में

असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्तिगत की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत हों, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय कराना से और प्रत्येक दशा में भागीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तान दिन के भीतर गुनिश्चित करेगा।

[संख्या एस-35014/31/83-पी०एफ०-2]

S.O. 1635.—Whereas Messrs Bhilwara Processors Limited, 16, Mandpam, Bhilwara, (RJ/2867) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 1952. (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir, nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(31)/83-PF.II]

का०आ० 1636.—मैसर्स भुवनेश्वरी टेक्सटाईल्स लिमिटेड, 38 रेसकोर्स रोड, विन्दिगुल-624003, (तमिलनाडु-7692) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध सहस्र बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाय उद्गृह्य में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु को ऐसी विवरणियां भेजेगा और ऐमं लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत गैरशाही का रखा जाना, बिबरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, मेम्बर्स का अन्तर्गण, निरीक्षण प्रसारो का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की पूर्ण प्रति, और जब कभी उत्तम संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अन्वयाद, स्थापन के सूचना पत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उसका अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संबत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम में अधीन, अनु-स्थित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस वशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जायेगा जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने वाले बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होता।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाग्रहण रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाग्रहण रकम प्राप्त होने के मान बिन के भीतर सतिष्ठित करेगा।

S.O. 1636.—Whereas Messrs Bhuvaneswari Textiles Limited, 18-Race Course Road, Dindigul-624003, (TN/7692), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S.35014(32)/83-PF. II]

का०आ० 1637.—मैसर्स हिन्दुस्तान एरोनेटिक्स लिमिटेड, कानपुर विभाजन, पो०आ० बॉक्स नं० 225, कानपुर (उ०प्र०/1832), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिधाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा में रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसे उसका नाम तुरन्त दर्ज करेगा।

और उसकी वास्तव भाग्यशक्त प्रीमियम भारतीय जीवन बीमा निगम का सदस्य करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम में कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी भी तरे से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यगमन हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यत्न, छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय नकारना से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर गुनिष्ठित करेगा।

[सं०प्र-35014/33/83-पी०एफ०-2]

S.O. 1637.—Whereas Messrs Hindustan Aeronautics Limited, Kanpur Division, P.O. Box No. 225, Kanpur (UP/1832) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, (19 of 1952) (hereinafter referred to as the said Act):

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employers than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the Scheme):

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from

the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh, Maintain such accounts and provide such facilities for inspection, as the Central Government pay direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance the accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assu-

rance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the Nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S.35014(33)/83-PF.II]

कां० भा० 1638.—समस्त माहर्जन वेक्कीज (इंडिया) लिमिटेड, मन्थार रोड इण्डस्ट्रियल एस्टेट, इन्दौर (मं० प्र०/3360) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी भिन्न सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध, कायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध

कायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन-गुदय रकम उस रकम से कम है, जो कर्मचारी को उस वंश में संदेय होती, अब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्दिष्टिमी को प्रतिकर के रूप में दोनों रकमों में अन्तर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी मणोवदन, प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी मणोवदन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिमय अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अश्वेत नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे (कर्म रीति से कम हो जाते हैं, तो यह छूट रहे की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पाउर्स की व्यवस्था हो जाने दिया जाता है तो, छूट रहे की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकर की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों की जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उनके वारिस नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का सदाय सत्परता से और प्रत्येक वंश में भारतीय बीमा निगम से बीमाकृत रकम प्राप्त होने के बाद बिन के भीतर सुनिश्चित करेगा।

[संख्या एस्/—35014/34/83—पीएफ०—३]

S.O. 1638.—Whereas Messrs Modern Bakeries (1) Limited, Sanwar Road, Industrial Estate Indore (MP/3260), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits

to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S.35014(34)/83-PF. II]

का० आ० 1639.—मैसर्स यू० पी० लिमिटेड्स प्राइवेट लिमिटेड, 7/260-ए, स्वरूप नगर, कानपुर-208002 (उ० प्र०/4718) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रश्नों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रश्नों का सन्दाय आदि भी है होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और अब कभी उनमें संशोधन किया जाए,

तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधवा/नाम निर्देशिनी को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिरिक्त की दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधवा वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधवा वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सान दिन के भीतर सुनिश्चित करेगा।

S.O. 1639.—Whereas Messrs U.P. Laminators Private Limited., 7/260-A, Swaroop Nagar, Kanpur-208002. (UP/4718). (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee be covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits

to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S.35014(35)83-PF-III]

का० आ० 1640—मैसर्स कांठारी एण्ड सन्ज नुगामुवनकम हार्ड रोड, मद्रास-600034 (रजिस्ट्रार नम्बर/2726) (जिसे इसमें इसके उसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भाव्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप धारा (1क) के अधीन छूट प्राप्त करने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन, के कर्मचारी, कर्मि, पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना हो, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे है और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल है जो कर्मचारी विशेष सहस्र बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उक्त अनुकूल है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रारंभिक भाव्य निधि आयुक्त नमिल नाटु को ऐसी विवरणियां भेजना और ऐसे लेखा रखना, तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों को प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (1क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का सन्तरण, निरीक्षण प्रचारों का सन्दाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रतिलिपि, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कार्य ऐसा कर्मचारी, जो कर्मचारी भाव्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भाव्य निधि का पत्रले ही शक्य है, उसके स्थापन से निर्धारित किया जाता है तो, नियोजक

सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम का संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बाढ़ए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नामानिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भाविष्य निधि आयुक्त तमिल नाडु के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भाविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी का व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिवक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिवक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के बात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/36/83-पी० एक-2]

S.O. 1640.—Whereas Messrs Kothari and Sons, Nugalbakkam High Road, Madras-600034 (TN/2726) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees, Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject

to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government, may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employer's Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within

7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S 35014(36)/83-PF. II]

का० आ० 1641—मैसर्स दि ग्रेसिम विद्यालय, बिरलाग्राम, नागदा, मध्य प्रदेश-456331 (मध्य प्रदेश/4197) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का भुगतान किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए और इससे उपायुक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तर्गण, निरीक्षण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उन संशोधनों की प्रति तथा कर्मचारियों की बहुसंख्या की भरपा में उसकी मूल्य वाली का अन्तर्गत, स्वगत के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तविक अवस्थिति प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इन स्कीम के अधीन-संचयन रकम उस स्कीम से कम है, जो कर्मचारी की उस दशा में संदेय होती, अब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नाम निर्देशित को प्रतिवार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि कभी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असमर्थ रहता है, और पानिमी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मूल सदस्यों के नामनिर्देशितों या विधिवत वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितों/विधिवत वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिनों के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/37/83-पी० एफ०-2]

S.O. 1641.—Whereas Messrs The Grasim Vidyalaya, Birlagram, Nagda, Madhya Pradesh-456331 (MP/4197), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S.35014(37)/83-PF.II]

श्री का० धा० 1642.—मैसर्स राजस्थान खादी और ग्राम उद्योग, जवाहरलाल नेहरू मार्ग, जयपुर (राजस्थान/999) (जिसे हमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उत्पन्न अधिनियम, 1952 (1952 का 19) (जिसे हमें इसके पश्चात

अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन, के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे हमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुश्रेय है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आगुस्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा के स्कीम के प्रशासन में, जिसके व्यस्तता लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जायगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम दुरुन दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन के कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी की उस दशा में संदेय होती है, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आगुस्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव

पड़ने की सम्भावना हो, बहुत, प्रादेशिक शक्ति निधि आगुलन, अपना अनु-मोदन देने में पूर्व कर्मचारियों को अपना वृत्तिकोण स्पष्ट करने का युक्ति-युक्त अवसर होगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन से पहले अपना चुका है अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का भुगतान करने में अक्षम रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम का बका ने उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों का जो यदि यह छूट न दी गई होती तो उस स्कीम के अन्तर्गत होते, बीमा फायदे के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वर्षा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एम-35014/38/83-पी.एफ. 2]

S.O. 1642.—Whereas Messrs Rajasthan Khadi & Village Industries, Jawaharlal Nehru Marg, Jaipur (RJ/999), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and

when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(38)/83-PF.II]

का०बा० 1643—जैसे मद्राई डिस्ट्रिक्ट को-ऑपरेटिव स्पिनिंग मिल लिमिटेड, मेसूर 625106 (समिल माह/5518) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी शक्ति निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिव्यक्ति या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहायक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुमेल्य है;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 16 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाय

अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के मध्य में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिल नाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये सभी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर सवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 का उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, निवारणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभावों का सवाय धारि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और अब कभी उसमें संशोधन किया जाय, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसका मुख्य बातों का अनुवाद स्थापना के मूखन-गट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम का संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों के अनुकूल हों, जो उक्त स्कीम के अधीन अनुद्योय है।

7. सामूहिक बीमा स्कीम में किसी नाश के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर उस स्कीम के अधीन संवेय रकम उस रकम से कम है, जो कर्मचारी को उस वंश में संवेय होती है, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक धारित/नाम निर्देशनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वही, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देना।

9. यदि किसी कारणवश, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है प्रभोग नहीं रह जाते हैं या इस स्कीम का अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अनकल रहता है, और पाल्सी की व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययिक्रम की वंश में उन मूल सदस्यों के नाम/निर्देशनीयों या विधिवक धारितों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के सम्मर्गत होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य का मृत्यु होने पर उसके हकदार नाम निर्देशनीय/विधिवक धारितों की बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक वंश में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सत दिन के भीतर मुनिश्चित करेगा।

[स० एस. 35014/39/83 पं०क-3]

S.O. 1643.—Whereas Messrs Madurai District Co-operative Spinning Mills Ltd., Melur-625106 (TN/5518), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme,

the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation of the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(39)/83-PF.II]

का. मा. 1644 :—मिसर्स राजस्थान स्टेट एग्री इण्डस्ट्रीज कारपोरेशन लिमिटेड, जयपुर (राजस्थान/362) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुबाव, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संवेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशित को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/41/83-पी.एफ.-2]

S.O. 1644.—Whereas Messrs Rajasthan State Agro Industries Corporation Ltd., Jaipur (RJ/362) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the

Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(41)/83-PF. II]

का. आ. 1645.—मैसर्स रिसर्च एण्ड डेवलपमेंट सेन्टर फोर आयरन एण्ड स्टील (ए यूनिट आफ स्टील आथॉरिटी आफ इण्डिया लिमिटेड), रांची-2, बिहार (बी. आर. 925) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त बिहार को ऐसी विवरणियां भेजेंगे और ऐसे लेखा रखेंगे तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेंगे जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेंगे जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारियों के भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी श्राव्य आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संवेद्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, बिहार के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कार नाम निर्देशितियों/विधिक वारिसों की, बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-38014/28/83-पी.एफ.-2]

S.O. 1645.—Whereas Messrs Research and Development Centre for Iron and Steel (A Unit of Steel Authority of India Ltd.), Ranchi-2, Bihar (BR-935), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts of the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bihar, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Bihar and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(26) '83-PF.II]

का. जा. 1646 :—मैसर्स राजस्थान पत्रिका प्राइवेट लिमिटेड, केशरगढ़, जयपुर (राजस्थान/315) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1978 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजोय हैं ;

अतः, केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रयत्न से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सविधाएं प्रदान करेगा जो केंद्रीय सरकार, समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केंद्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समान रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजोय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है, जो कर्मचारी को उस वक्ता में संवेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम को, जिसे स्थापन पहले अपना था है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वक्ता में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/27/83-पी.एफ.-2]

S.O. 1646.—Whereas Messrs Rajasthan Patrika Private Limited, Kasargarh, Jaipur (RJ/315) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Re-

gional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S.35014(27)/83-PF.II]

का. आ. 1647 :—मैसर्स उदयपुर सीमेंट वर्क्स, बजाज नगर, उदयपुर (राजस्थान/1548) (जिसे इसमें इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्र बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों को प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण

प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

नियोजक, केंद्रीय सरकार द्वारा दत्ता अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर-विवरणों की बहुमंश्या की भाषा में उसकी मुख्य बातों का अन्वय, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि देने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुपलब्ध हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर उक्त स्कीम के अधीन संदेय रकम उक्त रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक स्थापन के विधिवत वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रत्येक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रत्येक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी गति-रकम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिवत वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिवत वारिसों की बीमाकृत रकम का

संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर भविष्य करेगा।

[संख्या एस-35014/28/83-पी.एफ.-2]

S.O. 1647.—Whereas Messrs Udaipur Cement Works, Bajaj Nagar, Udaipur (RJ/1548) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme); Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S 35014(28)/83-PE.II]

A. K. BHATTARAI, Under Secy.

New Delhi, the 11th March, 1983

S.O. 1648.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the management of Messrs Safset Agencies Private Limited, Bombay and their workmen, which was received by the Central Government on the 22nd February, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/18 of 1982

PARTIES :

Employers in relation to the management of Messrs Safset
Agencies Private Ltd., Bombay.

AND

Their Workmen

APPEARANCES :

For the Employer.—Shri K. M. Shetty, Advocate.

For the workman—Shri S. R. Wagh, Advocate.

STATE : Maharashtra INDUSTRY : Ports and Docks

Bombay, the 9th February, 1983

AWARD

This is a reference under section 10(1)(d) of the Industrial Disputes Act, 1947 whereby the following issue has been referred for adjudication by the Central Government by their order No. L-31012(18)/81-D.IV(A) dated 8-3-1982.—

“Whether the action of the management of Messrs Safset Agencies (Private) Limited, Bombay in terminating the services of Shri A. D. Jadhav, Dock Clerk is justified? If not, to what relief is the concerned workman entitled?”

2. The dispute is regarding alleged wrongful discharge of the workman in violation of the provisions of Section 25F

of the Industrial Disputes Act, amounting to, according to the Union, invalid and illegal discharge. After the matter was heard and evidence was recorded the parties have now come to a reasonable settlement whereby the employers have agreed to pay Rs. 7251 in full and final discharge of all the claims that may be existing against the employer.

3. On considering the nature of the dispute, and also considering the various points raised by the respective parties I am convinced that the settlement arrived at is most reasonable and just. An award therefore in terms thereof shall be passed.

No order as to costs.

Sd/-

M. A. DESHPANDE, Presiding Officer,
Central Govt. Industrial
Tribunal No. 2, Bombay.

TO BE TREATED AS PART OF THE AWARD DATED
9-2-1983 IN REFERENCE NO CGIT-2/18 OF 1982

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/18 of 1982

PARTIES :

M/s. Safset Agencies Pvt. Ltd., Bombay.

Vs.

Their Workmen

MAY IT PLEASE THE HON :

The parties to the above have arrived at the following settlement in the above reference and pray that the reference be disposed of accordingly.

Terms of Settlement

1. The workman, Shri A. D. Jadhav, be paid Rs. 7251 (Rupees seven thousand two hundred and fiftyone) only in full and final settlement of all his claims against the company including arrears of wages bonus, if any, leave wages etc.
2. The Union agrees that as payment of the above amount the workman Shri Jadhav has no claim of any nature whatsoever against the company.
3. The above payment shall be made within one month of the date of the order.

Bombay,

dated the 9th February, 1983.

Sd/-

S. R. WAGH, Advocate

for the Union & Workman

Sd/-

K. JANARDHAN, Accountant for the Co.

Sd/-

K. M. SHETTY, Advocate of the Co.

[No. L-31012/18/81/D-IV(A)]

New Delhi, the 8th March, 1983

S.O. 1649.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 1, Bombay in the industrial dispute between the employers in relation to the Life Insurance Corporation of India Pune and their workmen, which was received by the Central Government on the 25th February, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1 AT BOMBAY

Reference No. CGIT-15 of 1981

PARTIES :

Employers in relation to the Life Insurance Corporation
of India, Pune.

AND

Their Workman

APPEARANCES :

For the employer—Mr. P. R. Pai, Advocate.
For Insurance Employees' Union—Mr. V. N. Limaye.

STATE : Maharashtra. INDUSTRY : Insurance

Bombay, the 27th day of January, 1983

AWARD

The Government of India, Ministry of Labour, by order No. L-17012/7/81-D.IV(A) dated 4th August, 1981, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred to this Tribunal for adjudication an industrial dispute between the employers in relation to the management of Life Insurance Corporation of India and their workman in respect of the matters specified in the schedule mentioned below :—

SCHEDULE

"Whether the action of the management of Life Insurance Corporation of India, Pune in not allowing Shri A. S. Haldawaneekar, Assistant, to cross the Efficiency Bar in the pay scale on the 1st April, 1979, is justified? If not, to what relief is the concerned workman entitled?"

2. The workman, A. S. Haldawaneekar, was employed in the Life Insurance Corporation of India (hereinafter referred to as the "Corporation") in September, 1962, as an Assistant in the scale of pay of Rs. 175-10-215-15-290-20-410-EB-25-585. By his letter dated 23-4-1979 the Senior Divisional Manager of the Pune Divisional Office of the Corporation informed the workman that he did not find it possible to allow the workman to cross the efficiency bar in his scale at Rs. 410. According to the statement of claim filed by the Insurance Employees Union (hereinafter referred to as the "Union") the workman was in receipt of regular yearly annual increments till 1978. The workman may transferred to the branch office at Kirkee in 1977. Since prior to his transfer and even thereafter upto 31-3-1979 it is stated that the workman had a clean record of service. He was given no memos nor even warning about the performance of his work or the output given by him. To the best of the knowledge of the workman there was no adverse remark in the record of his service and there was no notice nor any warning given to him requiring him that he should improve in his work. However, he was informed by the said letter dated 23-4-1979 that he was not allowed to cross the efficiency bar. The Branch Manager at Kirkee by his letter, dated 1-6-1979, made some allegations against the workman and required him to take greater interest in his work. It is stated in the statement of claim that the workman then knew that he was being victimised for some ulterior reasons and that this letter was on after thought to afford justification for the stoppage of his increment. The workman made a representation against the stoppage of increment to the Senior Divisional Manager, but the same was turned down. The workman preferred an appeal to the Zonal Manager of the Western Zonal office of the Corporation. The Zonal Manager, however, rejected the said appeal in January, 1980. No reasons were assigned. It was further stated that the workman was not allowed to cross the efficiency bar even on 1st April, 1980. The Union approached the Asstt Labour Commissioner(C) Bombay for intervention and settlement of the dispute. The dispute was admitted in conciliation. But, no settlement could be reached due to the adamant and negative attitude of the Corporation. The Corporation was not prepared to disclose the reasons for the workman's stoppage of increment at the efficiency bar of the pay scale applicable to him. The conciliation proceeded-

ings, therefore, ended in failure. Even on 1st April, 1981, the workman was not allowed to cross the efficiency bar. It is submitted in the statement of claim that the action of the Corporation in not allowing the workman to cross the efficiency bar is in violation of the (Staff) Regulations, 1960. It was also submitted that the action of the Corporation is arbitrary and illegal. It is, therefore, prayed that this Tribunal be pleased to declare accordingly.

3. The Corporation in its written statement pleaded as follows. The Corporation has framed regulations in accordance with the provisions in Section 49 of the Life Insurance Corporation Act, 1956, which define the terms and conditions of service of its employees. Section 2 of the Amendment Act, provides that the regulations made by the Corporation with respect to the terms and conditions of services of the employees and agents of Corporation shall be deemed to be rules made under Section 48 of the said Act. These regulations, therefore, partake the character of the rules made by the Central Government under Section 48 of the Act. It is further pleaded that on 24-1-1974 the Corporation had entered into a settlement with its workmen represented by, among others, the All India Insurance Employees' Association. Clause 12(4) of the aforesaid settlement provided that the workmen shall continue to be governed by all the terms and conditions of service as set forth and regulated by the Life Insurance Corporation of India (Staff) Regulations, 1960, and also the administrative instructions issued from time to time. These administrative instructions issued by the Corporation do not provide for allowing an employee to cross the efficiency bar where his efficiency does not measure upto the standard prescribed therefore. It is also pleaded that whether an employee should be allowed to cross the efficiency bar or not is dependent upon the subjective satisfaction of the competent authority as to his efficiency as evidenced by the employee's work record and the Corporation is not amenable to a judicial or quasi-judicial review of this Tribunal. It is therefore submitted that the present reference is incompetent and this Tribunal has no jurisdiction to adjudicate the same. It was pleaded that the competent authority on appraisal of the efficiency of the workman as revealed by his confidential reports could not allow him to cross the efficiency bar as he did not have the minimum standard of efficiency expected of him in terms of circular of the Corporation dated 20th September 1976. For all these reasons the Corporation submitted that its action in not allowing the workman to cross the efficiency bar with effect from 1st April 1979 was fully justified, and the workman was not entitled to any relief.

4. Both the parties have produced documentary and oral evidence. The workman, Haldawaneekar, is examined as UW-1 on behalf of the Union and one G. R. Patwardhan, Administrative Officer in Personnel and Establishment in Pune Division of the Corporation is examined as FW-1. Mr. Pai, the learned counsel for the Corporation, relied upon certain provisions in the (Staff) Regulations 1960 of the Corporation. These regulations are framed by the Corporation in exercise of the powers vested in it under Section 49 of the Life Insurance Corporation Act, 1956. Regulation 56 deals with increment. It is provided there in the proviso to sub-regulation (3) that if in an incremental scale there is efficiency bar an employee shall not draw increments above that bar until he has been certified fit to do so by the competent authority.

5. The Corporation has also produced a circular dated 20th September, 1976 (exhibit B-1) regarding increments. It is issued by the Managing Director of the Corporation (Central Office) Para 2 of this circular captioned as "Efficiency Bar" provides:—

- (a) Where there is an efficiency bar in the scale of pay no increment, (normal grade/special increment) above that bar should be granted to an employee until he has been certified fit to cross the efficiency bar in accordance with the procedure outlined below.
- (b) The principle behind the efficiency bar is that "the general test should be whether the employees' work has fallen below the standard of efficiency normally expected of him at that particular stage of his career when the efficiency at the start has been reinforced by the experience from which he should have been profited." To arrive at an unbiased judgement in the matter, it is necessary to examine the work record of the concerned employee for a reasonable

period, say a 3 years immediately proceeding the date on which the employee's case falls to be considered. For this purpose, a special confidential report shall be called for in the usual form. This special confidential report shall be in respect of the period from 1st January of the year in which the employee has reached the efficiency bar stage to the due date of the normal grade/special increment at the efficiency bar stage. This special report and the reports for the three years immediately proceeding the period of special report shall be placed before the appointing authority for its action.

- (c) The appointing authority after due consideration of the confidential reports and subject to the provisions of the sub-paragraph (f) laid down hereinafter, shall take a decision in writing either to allow the employee to cross the efficiency bar or otherwise, normally within one month from the due date of the normal grade increment or the date of receipt of the application for grant of special increments, as the case may be, at the efficiency bar stage. The decision of the appointing authority either to impose the efficiency bar or allow it to be crossed shall be conveyed to the employee concerned in writing. As withholding an increment at the efficiency bar stage does not amount to a penalty under Regulation 39 of the (Staff) Regulations, 1960, it is not necessary to communicate the grounds for not allowing an employee to cross the efficiency bar.

(d)

(e)

- (f) Employees who are not to be allowed to cross efficiency bar.—Employees whose efficiency is not upto the expected standard are not to be allowed to cross the efficiency bar. For this purpose, an employee securing, on an average, less than 24—marks out of 40 marks for confidential reports for a period of three years immediately preceding the due date of increment at the efficiency bar stage is to be considered as unfit to cross the efficiency bar. For the purpose of assessing marks gained for confidential reports, the numerical rating method followed for counting marks for work record (confidential reports) in vogue at present for the purpose of promotion, etc., shall be followed until further instructions in this behalf."

How average marks as contemplated by para 2(f) are to be calculated has been laid down in para 2(g) of this circular.

4. There is at exhibit E-2 a letter dated 23rd April, 1979, issued by the Senior Divisional Manager to the workman informing him :—

"It has not been found possible for us to allow you to cross efficiency bar.

We are, therefore, advising Branch Accounts Department not to release the increment due on 1st April, 1979."

The representation of the workman to the said Divisional Manager against the imposition of efficiency bar was rejected by the letter dated 25th July, 1979 (exhibit E-5) of the Senior Divisional Manager. By the letter dated 14th January, 1980 (exhibit F-7) the workman was informed that his appeal to the Zonal Manager was rejected. By the letter dated 21st April, 1980 (exhibit E-8) the workman was informed that his case was once again examined on 1-4-1980 for removal of efficiency bar, but it was not found possible to allow him to cross the efficiency bar.

7. The Union has produced the copies of his representation and appeal against the imposition of the efficiency bar and the letters of the Corporation rejecting the same. These letters produced by the union are at exhibits U-1 to U-6. In addition, the Union has produced a circular No. 3222/ASP/58 dated 18th September, 1958, issued by the Managing Director of the Corporation (Central Office). This circular (U-7) inter alia, states :—

"Where it is considered necessary to impose the efficiency bar shall be communicated to the employee and the

employee shall be given an opportunity to submit an explanation which shall be duly considered by the Zonal Staff Sub-Committee before a final decision regarding imposition of the efficiency bar is taken."

The Union has also placed on record Promotion Regulations, 1976, framed by the Corporation.

8. It will appear from para 2 of the circular dated 20th September, 1976 (exhibit E-1) that while imposing efficiency bar the work record of the concerned workman for a reasonable period, say three years, immediately preceding the date on which the workman's case falls to be considered is taken into consideration. This work record obviously consists of confidential reports. Similarly, para 2 of this circular enjoins that a special confidential report be called for in the usual form. This special confidential report shall be in respect of the period from 1st January of the year in which the workman has reached the efficiency bar stage, to the due date of the normal grade increment at the efficiency bar stage. It is thus clear that at the stage of imposing or lifting the efficiency bar the special report as well as the confidential reports for the three years immediately preceding the due date of increment have been relied upon by the appointing authority for its decision. Now, in this case it is not disputed that the adverse remarks, if any, in the confidential reports of the workman for the three preceding years were not communicated to him. Admittedly, no adverse remarks, if any, from the confidential reports for the preceding three years were communicated, to the workman, nor any show-cause notice was issued to him before imposing the efficiency bar.

9. The Supreme Court has in the case of Gurdial Singh v. State of Punjab (1979 Lab. I.C. 1186—AIR 1979 S.C. 1622) observed in para 17 of the report :—

"The principle is well settled that in accordance with the rules of natural justice, an adverse report in a confidential roll cannot be acted upon to deny promotional opportunities unless it is communicated to the person concerned so that he has an opportunity to improve his work and conduct or to explain the circumstances leading to the report. Such an opportunity is not an empty formality, its object, partially, being to enable the superior authorities to decide on a consideration of the explanation offered by the person concerned, whether the adverse report is justified. Unfortunately, for one reason or another, not arising out of any fault on the part of the appellant, though the adverse report was communicated to him, the Government and decide whether the report was justified. In these circumstances, it is difficult to support the non-issuance of integrity certificate to the appellant."

In the above case the adverse report was communicated to the employee, but the Government had not considered the employee's explanation. That action was deprecated by the Supreme Court.

10. It is observed by the High Court of Judicature, Andhra Pradesh, in the case of H. S. Sharma v. State of Andhra Pradesh (1982 L.L.J. p. 40—July issue) that since the adverse remarks as entered in the confidential's of the appellant in the year 1974 were not communicated to the appellant in violation of principles of natural justice, they have no value. In Maneka Gandhi v. Union of India (AIR 1978 SC 597) His Lordship Jr. Justice Bhagwati observed at page 629 :—

"The audi alteram partem rule is not cast in a rigid mould and judicial decisions establish that it may suffer situational modifications. The core of it must, however, remain, namely, that the person affected must have a reasonable opportunity of being heard and the hearing must be a genuine hearing and not an empty public relations exercise."

It will appear from the law laid down in the above cases that in accordance with the rules of natural justice an adverse report in the confidential role cannot be acted upon, to deny promotional opportunities unless it is communicated to the person concerned so that he has an opportunity to improve his work or to explain the circumstances leading to the

report. It is true that in this case there is no question of promotion, but there is denial to release the further increments.

11. Now, the Union has stated in the statement of claim that upto 31st March, 1979, the workman had a clean record of service. He was given no memos or even warning about the performance of his work or the output given by him. To the best of his knowledge there was no adverse remarks in the record of his service and there was no notice nor any pre-warning given to him requiring him that he should improve in his work. (See para 7 of the statement of claim). These averments are not denied on behalf of the Corporation. Admittedly, no adverse remark, if any, from the confidential reports of the workman were communicated to him. No any notice directing him to show cause how the efficiency bar should not be imposed against him was issued before imposing the efficiency bar. It appears that after the efficiency bar was imposed on the workman a letter was sent by the Branch Manager to the workman on 1st June, 1979. It is at exhibit E-3. It has been stated in the statement of claim filed by the Union and it was also argued at the time of arguments that this letter is an after-thought to afford justification for the stoppage of the workman's increment. The workman has stated in his deposition that at no time adverse remarks from the confidential reports were communicated to him. He has added that on the contrary he was called twice for interview for promotion to the post of Higher Grade Assistant once in 1973 and on other occasion in 1980. He has stated that he was never given a warning orally or in writing for deficiency in his work.

12. The Corporation has not placed on record in this proceeding the confidential reports or special confidential report contemplated by the circular dated 20th September, 1976 (exhibit E-1) which were taken into consideration at the time of imposing the efficiency bar. The Administrative Officer in Personnel and Establishment, G. R. Patwardhan, has in his deposition merely referred to the contents of that circular. He has stated about the procedure that is followed at the time of imposing or lifting the efficiency bar. He has merely repeated the instructions in the circular and stated that an employee is allowed to cross the efficiency bar when he is certified by the competent authority that he has reached the level of efficiency expected of him at that stage. Excepting the production of that circular and the deposition of the Administrative Officer, Patwardhan, there is no material placed by the Corporation on record which would have shown the subjective satisfaction arrived at by the competent authority regarding the efficiency of the workman was properly reached. It will thus appear that not only adverse remarks, if any, from the confidential reports were not communicated to the workman and no notice was issued to him before imposing the efficiency bar, but no any material whatsoever has been placed on record by the Corporation showing that the decision arrived at by the competent authority for imposing the efficiency bar was justified. It is true that the Corporation has produced on record a letter dated 1st June, 1979 (exhibit E-3) in which the workman is informed of the deficiency and mistakes in his work. This letter is however issued after the imposition of the efficiency bar. However, no any adverse remarks from the confidential reports of the workman were communicated to the workman as observed by the Supreme Court in the case of Gurdial Singh (supra). Rules of natural justice dictate that adverse remarks in the confidential reports should not be acted upon to deny promotional opportunities to the workman concerned. Strong reliance is placed on behalf of the Corporation on the fact that the workman was called for interview for promotion to the Higher Grade Assistant once in 1975 and on other occasion in 1980. It is argued that the workman would not have been called for interview for promotional post if he was not found worthy of consideration for the promotional post.

13. It is argued for the Corporation that the Tribunal has no power to interfere with the decision of the competent authority reached on its subjective satisfaction. However, the question is whether the decision was arrived at after following the proper procedure in accordance with the rules of natural justice and standing orders, if any, and whether there was material to arrive at that decision. It is true that the circular dated 20th September, 1976 (exhibit E-1)

relied upon by the Corporation does not say that the adverse remarks from the confidential reports should be communicated to the workman or that notice should be given to him before imposing the efficiency bar. However, even if the circular is silent on this point, the rules of natural justice do require that the employer shall comply with those requirements. Reliance is placed on behalf of the Union upon the judgement of Rajasthan Civil Services Appellate Tribunal, reported at page 40, part IV of Rajasthan Law Times, 1978. The copy of the judgement is placed on record. Reliance is placed in para 2 of that judgement in which it is observed :—

"We have heard the appellant and the learned counsel for the Respondent. It was not disputed that it is in the discretion of the Competent authority to permit one to cross the efficiency bar. However, it could not be argued that such an exercise of discretion can be arbitrary or capricious. In our opinion the exercise of discretionary power by the competent authority appears to be arbitrary and unreasonable. This could not be disputed that the adverse entries for the year 1962-63 were not communicated to the appellant. These entries have an important bearing on the career of the appellant. If adverse which are germane to the with-holding to cross the efficiency bar then it is but fair that at some stage the appellant ought to have been afforded an opportunity of having a say against such entries. Such uncommunicated adverse entries have damaged the career of the appellant without giving him an opportunity to explain the existence of adverse entries against him. Here is the case where lack of communication of adverse entries has resulted in the case of the Appellant being not considered fairly and justly. It cannot, therefore, be said that the case of the appellant was considered properly by the competent authority."

It is argued for the Union that it is no use pointing out some defects in the work of the workman after the efficiency bar is imposed. The mistakes and defects, if any, must be pointed out before the efficiency bar has been imposed. It is true that the imposition of the efficiency bar does not amount to punishment. However, imposing the efficiency bar involves financial loss to the workman concerned, and also casts a stigma that he does not possess the efficiency which is required of him at that stage. Principles of natural justice therefore, require that adverse remarks, if any, should be communicated to the workman and also notice should be issued to him before imposing the efficiency bar. These principles of natural justice have not been followed by the Corporation at the time of imposing the efficiency bar.

14. I, therefore, find that the action of the Corporation in not allowing the workman, A. S. Haldawarekar, to cross the efficiency bar on 1st April, 1979, is not justified. It appears from the material that the efficiency bar imposed on the workman has been lifted on 1st April, 1982, and now he has been allowed to cross the efficiency bar. However, the action of the management in imposing the efficiency bar on the workman on 1-4-1979 for the reasons stated by me above is not justified and he should, in my opinion, be given the relief of crossing the efficiency bar on 1st April, 1979, with all consequential benefits.

15. My award accordingly. No order as to costs.

M. D. KAMBLI, Presiding Officer

[No. L-17012/7/81]D-IV(A)]

New Delhi, the 10th March, 1983

S.O. 1650.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute

between the employers in relation to the management of Calcutta Port Trust, Calcutta and their workmen, which was received by the Central Government on the 24th Feb., 1983.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 49 of 1980

PARTIES :

Employers in relation to the management of Calcutta Port Trust, Calcutta.

AWARD

Their Workmen.

PRESENT :

Mr. Justice M. P. Singh.—Presiding Officer.

APPEARANCES :

On behalf of Employers.—Mr. D. K. Mukherjee, Industrial Relations Officer.

On behalf of Workmen.—Mr. Asgar Ali, Vice-President of the Union.

STATE : West Bengal

INDUSTRY : Port

AWARD

By Order No. L-32012/180-D. IV(A) dated 30th June, 1980, the Government of India, Ministry of Labour, referred the following dispute to this Tribunal for adjudication :

"Whether the employers in relation to Calcutta Port Trust, Calcutta are justified in dismissing Shri Ram Bachan Singh, Security Guard No. 507 attached to Vigilance Adviser and Chief Security Officer of Secretary's Department from service with effect from 19th January, 1978 ? If not, to what relief is the concerned workman entitled ?"

This case has been heard under Section 11A of the Industrial Disputes Act, 1947. The fairness of the enquiry has not been challenged by Sri Asgar Ali appearing for the union. He has however challenged the correctness of the conclusions arrived at by the Enquiry Officer Sri B. Sen Gupta. Before I deal with the merits of the enquiry I would like to mention that two more persons had been proceeded with in the disciplinary proceeding along with the Security Guard No. 507, Ram Bachan Singh and they were Bhagwan Goala, Jamadar and one Bireswar Das another Security guard. In this case we are not concerned with them. This reference is confined to the case of Ram Bachan Singh.

2. In my opinion, the dismissal of Ram Bachan Singh cannot be maintained. The management as well as the Union examined witnesses and statements of various persons were recorded by the Enquiry Officer. The management examined five witnesses. It is not necessary to discuss the evidence adduced before the Enquiry Officer or the statements of several persons which are on record. Admittedly the following facts and circumstances appear from the evidence and the statements on record. The charge against Ram Bachan Singh, Security guard is that he failed to apprehend the culprits and that he was negligent in duty. The theft of Masoor dal took place on the night between 5/6 September 1976 from the railway wagon No. NR-20888 of group No. 6 of Kantapukur area where the two security guards, namely Ram Bachan Singh and Bireswar Das were on duty for 8 hours in that night. The area of this group No. 6 is about 280 metres long and 125 metres wide and it consists of six big Warehouses (sheds) and 11 railway tracks. It is open on all the four sides and is accessible by people from any side without obstruction. Each of the sheds has a number of gates (varying between 10 to 36 gates) on both sides of it. There were a number of railway wagons, may

be 100 in number. The surface of the yard is full of uncues and stone pieces. There was heavy rain on the previous day. The area was water logged and muddy. There was only one bulb at the road at a distance of about 100 yards from the wagon in question. There was no light inside the area of group No. 6. The night was pitch dark. These circumstances were clearly favourable to the thieves but not to the Security guards. It is in evidence that previously these guards were being deployed to watch the area in question apart from 2/3 police on duty. But from recent time and on the the night in question also only two guards, namely Ram Bachan Singh and Bireswar Das were carrying on duty i.e. the task of security of the big area. No torch light had been supplied to them. It appears that the Regional Labour Commissioner, Central, Calcutta had made a spot verification and had submitted a report to the Government for increase in the number of security guards. There is definite assertion to this effect by the Union and there is no denial of this fact by the management.

3. It cannot be denied that some thieves are highly skilled and they do not take much time in breaking the wagons. The evidence adduced before the Enquiry Officer in the present case indicates that the culprits of this case were very much skilled. It is in evidence that pilfering may take only 10 to 15 minutes. The evidence is clear that the condition of the victimised wagon was the same as before and the pilfering was done from the bottom of the wagon. The seal and the rivet of the victimised wagon were in tact. The door also had not been broken. As already stated the theft was committed from beneath the wagon. The two Security guard had given three rounds and thereafter they were halting at the goomty of group No. 6 for few minute in order to keep watch on the open entrance as usual. Every group has a goomty which is constructed for halt of the Security guards. There is no evidence on record that any of the two security guards was sleeping or had gone out of the area. There is no evidence on record of any positive act on the part of the Security guards from which an inference of negligence of duty can be inferred. It so happened that the Round Inspector Sri S. C. Paul in a mobile van with armed Security guards reached near the wagon. The materials on record show that Sri Paul had secret information from before that something untoward may happen in that night. Surprisingly enough no full precautionary measures were taken to prevent theft in that night. Sri Paul certainly gave more than one round in that night. Sri Paul certainly gave more than one round in that area. He flashed his torch and saw the six miscreants pilfering the Masoor dal from the bottom of the wagon. It was about 1 A.M. in the night. He and his party chased the miscreants but could not catch them. The miscreants escaped. There is absolutely no evidence on record that the Security guard Ram Bachan Singh had seen the thieves. When he saw the flash of torch light of the Round Inspector Sri Paul he ran towards the wagon under the impression that some thieves may be there. When he reached there he found Sri Paul with the armed security guards at that place. Bireswar Das also went there. That place was about 100 yards north from their duty post. Ram Bachan Singh was chargesheeted on 25th September, 1976 for not apprehending the culprits and for being negligent in his duty. Thereafter domestic enquiry was held in December 1976 by the Enquiry Officer Sri B. Sen Gupta who found all the three persons guilty. I have already stated that there is no evidence on record to show that Ram Bachan Singh failed to apprehend. There is also no evidence on record to show that he was negligent in duty. In fact there was not a single witness to see as to how Ram Bachan and Bireswar were performing duty. The conclusion of the Enquiry officer therefore, are not supported by any material on record.

4. The whole case of the management comes to this : that the two Security guards Ram Bachan Singh and Bireswar Das were on duty. That theft of Masoor Dal took place from one of the 100 wagons and, therefore, these two Security guards must be punished. In other words, the argument of the management is that these two guards were on duty in that area and they having not prevented the theft must be held guilty. Finding of the Enquiry Officer also will mean the same. I am afraid this stand of the management cannot prevail. Inspector S. C. Paul who admittedly saw the six culprits pilfering the foodgrains and who had with himself armed guards and also torch lights and who chased the culprits could not apprehend, then how can the two Security guards, namely Ram Bachan Singh and Bireswar Das who had no arm nor any torch light be expected to apprehend

culprits in the pitch dark night. I have already described the nature of the big area of group no. 6. I, therefore, find no substance in the case of the management. I am of opinion that the conclusions reached by the Enquiry Officer Sri B. Sen Gupta who is an Inspector of the Port Security Organisation are perverse and against the established facts and circumstances of the case.

Sri D. K. Mukherjee appearing for the management argued that all the wagons were in one row on the railway track and, therefore, it was possible for the two Security guards to keep close watch on every wagon (there were 100 wagons) on both sides and during every minute of the whole of the night. A man standing on the one side of the wagon may not be able to see pilfering on the other side in respect of a wagon which may be at a distance from him. The delinquent in his explanation has said that there were 100 loaded wagons split in the area in darkness and it was physically impossible for him to be near the victimised wagon all along. The explanation is reasonable.

6. Sri Mukherjee next argued that each of the two Security guards should have been on duty turn by turn and separately and that they should not have done the duty jointly. Suffice to say that there is no duty chart in this case showing as to in what exact manner the two Security guards should have done their duty in the night in question. Moreover, in a dark night it was very natural for the two Security guards to do duty jointly for safety reason. The union has asserted that there was the usual practice of doing duty jointly. Any way, I find no force in the contention of Sri Mukherjee.

7. Sri Mukherjee next submitted that as per report of the Round Inspector Sri S. C. Paul dated 6 September 1976 the whole operation of the pilferage might have taken more than an hour and that the same could not go unnoticed by Ram Bachan Singh. In my opinion, this is a mere surmise and conjecture and no man can be punished on mere suspicion.

8. Sri Mukherjee next argued that the Enquiry Officer went through the entire evidence adduced before him and his opinion based on evidence cannot lightly be discarded. I do not agree. The main question is whether the conclusion of the Enquiry Officer are supported by evidence. I have shown that they are not supported by evidence, facts and circumstances of the case and that they are perverse and cannot be sustained.

9. Sri Asgar Ali urged that the charge is very much defective because it does not say at what time the theft took place, that it does not state in what manner the Security guard was negligent. There is force in this contention.

10. Sri Asgar Ali for the union next submitted that the Security guard Ram Bachan Singh was appointed to the service of the Calcutta Port Trust in the year 1955 and he has a good record of service for a number of years. In my opinion, this fact is not relevant in determining the guilt of Ram Bachan Singh. It may be relevant on the question of punishment which question does not arise in the present case. He further argued that from the statement of Sri S. C. Paul it is apparent that he had prior secret information that something untoward was going to happen at K. F. area and if so, he should have taken adequate precautionary measures to prevent pilferage. I have already referred to this fact earlier. The submission has force.

11. In conclusion my award is that the employers in relation to the Calcutta Port Trust, Calcutta were not justified in dismissing Sri Ram Bachan Singh, Security guard No. 507 attached to the Vigilance Advisory and Chief Security Officer of Secretary's Department from service with effect from 19th January, 1978. It follows that Sri Ram Bachan Singh is entitled to be reinstated. The management is accordingly directed to reinstate the concerned workman in service. The concerned workman is entitled to all back wages from the date of dismissal till the date of reinstatement with other consequential service benefits. Let this Award be sent to the Central Government under Section 15 of the Industrial Disputes Act, 1947 for appropriate action.

Dated, Calcutta,

The 16th February, 1983.

M. P. SINGH, Presiding Officer.
[No. 32012/1/80-IV(A)]

New Delhi, the 8th March, 1983

S.O. 1651.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Calcutta Port Trust, Calcutta and their workmen, which was received by the Central Government on the 24th February 1983.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 1 of 1980

PARTIES :

Employers in relation to the management of Calcutta Port Trust, Calcutta

AND

Their workmen.

PRESENT :

Mr. Justice M. P. Singh, Presiding Officer.

APPEARANCES :

On behalf of Employers—Mr. D. K. Mukherjee, Industrial Relations Officer.

On behalf of Workmen—Mr. K. K. Roy Ganguy, Joint Secretary of the Union.

STATE : West Bengal

INDUSTRY : Port

AWARD

By Order No. L-32012/16/78-D.IV(A) dated 29th December, 1979 the Government of India, Ministry of Labour, referred the following dispute to this Tribunal for adjudication :

"Whether the management in relation to the Calcutta Port Trust, Calcutta are justified in not giving promotion to Shri Ashutosh Banerjee, Lower Division Clerk in Dry Dock Section under the Director of Marine Department, to the post of Upper Division Clerk? If not, to what relief is the concerned workman entitled?"

2. The admitted facts are that Sri Animesh Chatterjee was appointed as Clerk-cum-Typist in the Dry Dock Section of Machine Department on 23rd November, 1959. He was confirmed on 23rd May, 1960. He was promoted to the post of Upper Division Clerk with effect from 1 June, 1971. That promotion has been challenged by Shri Ashutosh Banerjee alleging that the said promotion was irregular and unjustified. It is alleged that he was wrongly superseded and deprived of getting promotion to the post of Upper Division Clerk to which he was entitled in his normal avenue of promotion. He was appointed as a Writer in the same section on 26th March, 1964 and was confirmed in the same post on 29th August 1967. It may be mentioned here that a Writer is treated for all practical purposes as Lower Division Clerk. Both Mr. Chatterjee and Mr. Banerjee had the same duties and responsibilities as those of a Lower Division Clerk. The case of Sri Banerjee was sponsored by the Calcutta Port and Shore Mazdoor Union.

3. The contention of the Union is that seniority of Clerk-cum-typist is borne in the typist cadre which was a separate and distinct cadre from that of the clerical cadre and the same was maintained portwise by the Secretary's department of the CPT and their promotional post was that of senior typist, that a clerk-cum-typist could not have seniority in the clerical cadre. It is alleged that they cannot claim seniority both in clerical cadre and typist cadre. It is pointed out that in the seniority list of senior typist and typist which was prepared by the FA & CAO in accordance with the principles laid down by the Seniority Sub-Committee, the seniority position of Shri Chatterjee was Sl. No. 91 as on 1st January, 1966 which was noted by him on 6-5-1966 without objection, that his seniority was maintained along with the typists at all times subsequently whenever such seniority list was pre-

pared and circulated and Shri Chatterjee always noticed them without objection. It is further submitted that in accordance with the approved principles of maintaining seniority of clerk-cum-typist along with the typist on portwise seniority basis, an order promoting Shri Chatterjee was passed in June 1977 with effect from 1-4-1974 in which the security position of Shri Chatterjee was, No. 18. The union contends that in violation of the usual practice and approved principles Shri Chatterjee was promoted to the post of Upper Division Clerk treating his seniority along with Lower Division clerk of the Dry Dock Section although he was not in the clerical cadre for the purposes of promotion. The union points out that no employee could hold dual seniority in separate cadres and, therefore, Sri Chatterjee could not enjoy the benefit of the promotion which was given to him.

4. In my opinion, the argument though attractive is not good. There was no rule for promotion of clerk-cum-typist and hence there is no question of any violation of any rule. Nothing has been shown to me that the Administration lacked power to promote a clerk cum-typist to the post of Upper Division clerk. On the other hand, I find that on a number of occasions Shri Chatterjee was promoted to the post of Upper Division clerk in officiating capacity and on one occasion he did officiate during the time when Shri Banerjee was in service. Shri Chatterjee was asked to officiate in the post of the Upper Division clerk from 21-10-60 to 10-12-60, 11-12-60 to 30-11-60, 10-12-62 to 9-1-63, 16.4.62 to 1.5.63 and 20-12-67 to 20-1-68. Thereafter Shri Chatterjee was ultimately promoted to the post of Upper Division clerk on 1st June, 1971, that is, after 12 years of his appointment as Lower Division clerk-cum-typist. He remained on that post upto 12th July, 1977. Thereafter he was appointed Head Clerk at Haldia Dock Complex on 13th July, 1977. Shri Banerjee was very much in service in 1967 when Shri Chatterjee officiated in the higher post. He was also in service in 1971 when Shri Chatterjee was finally promoted to that higher post. Shri Banerjee did not object on any occasion. None objected and the Union also was silent and raised no dispute then. Neither at the time of officiation nor at the time of final promotion anybody made any representation before the management as against Shri Chatterjee. Sri Banerjee raised objection for the first time by filing an application on 20 February 1973 before the Director of Marine Department. In my opinion the silence of Sri Banerjee amounted to acquiescence and abandonment of his claim, if any.

5. It is also to be noticed that almost upto 1975 the practice of promotion in regard to the clerk-cum-typist in the department of the Director, Marine Department seems to be that they had dual channel of promotion. They could be promoted either to the post of Upper Division clerk or to the post of senior typist. This appears to be so from the submission (Ext. M-1) made by the management to the questionnaire issued by the Central Wage Board constituted by the Government of India. That document shows that the stand of the management was that the clerk-cum-typist had dual channel of promotion. That fact is noted in Ext. M-1. The said Central Wage Board submitted its report on 29-11-69 and it was accepted by the Government. This document thus supports the contention of Shri D. K. Mukherjee to the effect that there was a dual channel of promotion at that time.

6. It was argued by the union that no clerk-cum-typist other than Shri Chatterjee in any section or department of CPT had been promoted to the post of Upper Division clerk treating his seniority along with Writer/Lower Division clerk. Suffice to say that even if the argument be correct it cannot vitiate the promotion of Shri Chatterjee.

7. Shri Mukherjee appearing for the CPT has pointed out that for promotion to the post of Upper Division Clerk, unit-wise seniority of clerk-cum-typist was maintained along with Lower Division clerks and Writers and at the same time, portwise seniority of the clerk-cum-typist also was to be maintained by the Secretary's Department for the purposes of promotion to the post of senior typist along with typists and thus dual benefit of promotion was being enjoyed by the clerk-cum-typist, but this benefit was restricted only from 1975 onwards. The contention of Shri Mukherjee finds support from some of the documents on record. I have already mentioned Ext. M-1. Another document is Ext. M-2 which is a joint seniority list dated 10 May, 1971. This joint seniority list is in respect of Lower Division Clerk/Writer/Clerk

cum-typist prepared by the Superintendent, Dry Dock Section. In this list Shri Chatterjee has been shown as senior to Banerjee. However, Shri K. K. Roy Ganguly appearing for the union argued that the list of joint seniority (Ext. M-2) had not been accepted as final by the administration and it had been sent back to the Superintendent by the Director of Marine Department on 31 May 1971 for keeping it pending until creation of another post of Lower Division clerk in Dry Dock Section. That may be so, but at least it is clear from this document that there was no certain and fixed practice for promotion of clerk-cum-typist to the post of Upper Division clerk. I have already said that there was no rule framed by the management in this behalf. In such a situation if Shri Chatterjee was promoted by the management to the post of Upper Division clerk, it cannot be said that it was in violation of any fixed practice or in violation of any rule of promotion. After all promotion is normally a managerial function.

8. It is clear that Shri Chatterjee besides being a clerk held the additional qualification of being a typist. He was not simply a typist but a clerk-cum-typist. I therefore do not see any malafide on the part of the management in promoting him to the post of Upper Division clerk.

9. Shri K. K. Roy Ganguly, the Jt. Secretary of the Union contended that there were several instances in which the management had refused to transfer and adjust clerk-cum-typist to the clerical cadre and this happened in the cases of Santosh Kumar Das, Asoke Kumar Das and Anil Kumar Chanda. In my opinion none of these instances was a case of promotion to the post of Upper Division clerk. The management may have refused to adjust them to the clerical cadre for the reason that those clerks wanted to be relieved of the job of typist. The contention therefore has no substance.

10. Even assuming for the sake of argument that the promotion of Shri Chatterjee was irregular, I think it must not be set aside. There would be great injustice to Shri Chatterjee if the promotion as Upper Division clerk is set aside. He is at present the Head Clerk at Haldia Dock Complex as above said. To undo his promotion which took place about 12 years ago would greatly disturb his mind and it would deprive him of the rights which have accrued to him. Each employee thinks that his appointment and promotion effected a long time ago would not be set aside after the lapse of a number of years. Injustice to one should not be redressed by doing injustice to another. Justice has to be administered in accordance with the principles of equity, justice and good conscience. If the contention of the union is accepted it would give rise to unnecessary interference with the affairs of the administration which has done the right thing. Shri Chatterjee as already stated was in fact senior in appointment, senior in confirmation and was also better qualified. I therefore think that he was justly promoted to the post of Upper Division clerk in the year 1971. Shri Banerjee, I think, is suffering from a false sense of injustice to himself.

11. For the reasons given above my Award is that the management in relation to the Calcutta Port Trust, Calcutta are justified in not giving promotion to Shri Ashutosh Banerjee Lower Division clerk in Dry Dock Section under the Director of Marine Department to the post of Upper Division clerk and that he is not entitled to any relief.

Dated, Calcutta,

The 15th February, 1983.

M. P. SINGH, Presiding Officer

[No. L-32012/16/78/D-IV(A)]

A. K. SAHAMANDAL, Desk Officer.

New Delhi, the 12th March, 1983

S.O. 1652.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bhaubaneswar in the industrial dispute between the employers in relation to the management of Bolani Ores Mines of SAIL, Bolani and their workmen, which was received by the Central Government on the 22nd February, 1983.

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

ANNEXURE-I

PRESENT :

Shri J M Mahapatra, M Com , LL B., Presiding Officer,
Industrial Tribunal Bhubaneswar.

Industrial Dispute Case No 13 of 1982 (Central)
Dated Bhubaneswar, the 11th February, 1983

BETWEEN

The employers in relation to the management of Bolani
Ores Mines of SAIL, Bolani . First Party

AND

Their workmen . Second-party

APPEARANCES :

Shri S K. Mukherjee, Deputy Manager (Personnel) Steel
Authority of India, Bolani
Ores Mines.

...For the first-party

Shri J. R. Das, General Secretary,
Bolani Workers Union, Bolani

. For the Second-party

Shri R. M. Latif, Joint General
Secretary, Bolani Workers' Union, Bolani

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred by Section 7-A, and Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, have referred the following dispute to this Tribunal for adjudication as per their Order No L-29012/16/81-D III(B) dated 27-8-1982 .

"Whether the action of the management of Bolani Iron Ores Limited, in superannuating Shri Chhakan Ram, employee of Bolani Iron Ore Mine with effect from 1-4-81 is justified? If not, to what relief is the workmen entitled?"

2 Both the parties filed a joint petition along with a Memorandum of Settlement praying to pass an Award in terms of the settlement. They admitted the terms of the settlement without coercion or duress in the interests of industrial peace and harmony. The settlement appears to be fair.

3 In the circumstance, the Award is passed as per the terms of the settlement, and the Memorandum of Settlement dated 15-1-1983 do form part of the Award

J M MAHAPATRA, Presiding Officer
Industrial Tribunal, Bhubaneswar

S K BISWAS Under Secy
[No L-29012/16/81 D III(B)]

FORM-H

(Rule 58)

Memorandum of Settlement under Industrial Disputes Act between the Management of Steel Authority of India Limited, Durgapur Steel Plant, Bolani Ores Mines and their workmen represented by Bolani Workers Union on 15th January, 1983.

PARTIES PRESENT

On behalf of the Employer :

1. Shri G. Panda Addl. Chief Personnel Manager, SAIL-DSP, Bolani Ores Mines
2. Shri S. K. Mukherjee, Dy. Manager (Personnel), SAIL-DSP, Bolani Ores Mines.

On behalf of the Workmen :

1. Shri J. R. Dash, General Secretary, Bolani Workers' Union, Bolani
2. Shri R. M. Latif, Jt. General Secretary Bolani Workers Union, Bolani

SHORT RECITAL OF THE CASE

Shri Chhakan Ram was superannuated from 31-3-1981 vide our letter No B4/B-10065 dated 5-3-1981 on the basis of the age (date of birth 5-3-1923) ascertained by Medical Examination and recorded in the Company's documents

The General Secretary, Bolani Workers Union raised a dispute claiming the date of birth as 3-11-1926 on the basis of the certificate issued by the Commandant, Bihar Regiment.

On the failure of conciliation, the case was referred to Industrial Tribunal for adjudication. For the interest of industrial harmony and to avoid litigation, both the parties agreed on the following terms

TERMS OF AGREEMENT

1. The Management agreed to accept the date of birth of Shri Chhakan Ram as recorded in the certificate issued by the Commandant, Bihar Regiment. Accordingly, his date of birth is accepted as 3rd November, 1926
2. Shri Chhakan Ram will be allowed to resume duties in the same pay scale and designation within a week of the acceptance by the Tribunal
3. The period of absence from 1-4-1981 till the date of joining will be regularised by granting leave as admissible to him as per Leave Rules of the Company and the services will be treated as continuous
4. Both the parties agree to approach to the Hon'ble Industrial Tribunal, Bhubaneswar to pass an award in terms of the agreement

Sd/-
(G. Panda)

Sd/-
(S. K. Mukherjee)

Sd/-
(J. R. Dash)

Sd/-
(R. M. Latif)

Sd/-

(Chhakan Ram)

WITNESS

1. Ashwini Kumar Dash
15-1-83

